

AGREEMENT

THIS AGREEMENT is made and entered into this fourteenth day of November 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CENTRAL STAR BEHAVIORAL HEALTH, INC.**, a for-profit corporation, whose business address is 1501 Hughes Way, Suite 150, Long Beach, CA, 90810, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency to operate its fifteen (15) bed crisis residential treatment (CRT) facility to provide psychiatric services to adult clients who may be admitted on a voluntary basis and may include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured clients who are referred by DBH, DBH contract providers, Institutes of Mental Disease (IMD's), emergency psychiatric services, hospital emergency rooms, and other COUNTY departments and other agencies.

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

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

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, "Crisis Residential Treatment Service Program Scope of Work," attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 18-005 dated August 16, 2017, and Addendum No. One (1) to COUNTY's RFP No. 18-005 dated August 30, 2017, herein collectively referred to as COUNTY's Revised RFP No. 18-005, and CONTRACTOR's response to said Revised RFP dated September 19, 2017, all incorporated herein by reference and made part of this Agreement. In the event

1 of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence
2 in the following order of priority: 1) to this Agreement, including all Exhibits; 2) to the Revised RFP;
3 and 3) to the Response to the Revised RFP. A copy of COUNTY's Revised RFP No. 18-005 and
4 CONTRACTOR's response thereto shall be retained and made available during the term of this
5 Agreement by COUNTY's DBH Contracts Division.

6 C. It is acknowledged by all parties hereto that COUNTY's DBH Contracts Division
7 unit shall monitor the CRT Program operated by CONTRACTOR, in accordance with Section Fourteen
8 (14) of this Agreement.

9 D. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings
10 consisting of staff from COUNTY's DBH to discuss service requirements, data reporting, training,
11 policies and procedures, overall program operations and any problems or foreseeable problems that may
12 arise.

13 E. CONTRACTOR's affiliate Star View Children and Family Services, Inc., a non-
14 profit Internal Revenue Code section 501 (c)(3) corporation, shall execute a mutually agreeable lease
15 agreement with COUNTY for the lease of COUNTY-owned property located at 496 S. Barton, Fresno,
16 CA 93702, as the site for CONTRACTOR's provision of CRT services under this Agreement. If
17 CONTRACTOR or CONTRACTOR's affiliate fails to accomplish these tasks prior to providing
18 services under this Agreement, COUNTY may, in addition to other remedies it may have, suspend
19 referrals or terminate this Agreement, in accordance with Section Three (3) of this Agreement.

20 F. CONTRACTOR shall maintain requirements as an organizational provider
21 throughout the term of this Agreement, as described in Section Seventeen (17) of this Agreement. If for
22 any reason, this status is not maintained, COUNTY may terminate this Agreement pursuant to Section
23 Three (3) of this Agreement.

24 G. CONTRACTOR agrees that prior to, and while providing services under the
25 terms and conditions of this Agreement, CONTRACTOR shall have staff hired and in place for program
26 services and operations or COUNTY may, in addition to other remedies it may have, suspend referrals
27 or terminate this Agreement, in accordance with Section Three (3) of this Agreement.

28 H. It is acknowledged by all parties hereto that COUNTY's DBH shall be

1 responsible for construction of the CRT. Payments for COUNTY DBH approved improvements to the
2 CRT facility during the term of this Agreement shall be at the discretion of the COUNTY's DBH
3 Director or designee. Improvements stated herein shall mean those improvements to the CRT
4 designated to assist with the operation of the CRT. The parties agree that the anticipated start date for
5 the CONTRACTOR's CRT to commence serving clients will be May 1, 2018.

6 I. It is acknowledged by all parties hereto that the ramp up period shall commence
7 on December 1, 2017, which is 60 days prior to the forecasted issuance of the facility's occupancy
8 notice and fire clearance. Due to ongoing construction with the CRT facility, the dates of the ramp up
9 period and initial operational period may be adjusted with the written approval of COUNTY's DBH
10 Director, or designee.

11 J. It is acknowledged by all parties hereto that landscaping, building maintenance,
12 and utilities for the CRT will be provided by COUNTY and COUNTY will invoice CONTRACTOR
13 for said services as further described in section five (5) of this Agreement.

14 2. TERM

15 This Agreement shall become effective on the 1st day of December, 2017 and shall
16 terminate on the 30th day of June, 2018.

17 Effective July 1, 2018, this Agreement, subject to satisfactory outcomes performance and
18 subject to State funding each year, shall continue for an additional three (3) year term with an option for
19 two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless
20 written notice of non-renewal is given by COUNTY, CONTRACTOR or COUNTY's DBH Director or
21 designee, not later than sixty (60) days prior to the close of the then current Agreement term.

22 3. TERMINATION

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

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

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

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

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director or designee upon the giving of thirty (30) days advance written notice prior to close of the current Agreement term.

4. COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the Budget set forth in Exhibit B, attached hereto and by this reference incorporated herein and made part of this Agreement.

A. Maximum Contract Amount

The maximum amount for the ramp up period (December 1, 2017 through April 30, 2018) shall not exceed Four Hundred Thirty-Five Thousand Nine Hundred Fourteen and No/100 Dollars (\$435,914).

The maximum amount for the initial operational period of May 1, 2018 through June 30, 2018 shall not exceed Three Hundred Thirty-Nine Thousand Two Hundred Eighty-Two and No/100 Dollars (\$339,282.00).

The maximum amount for the period of July 1, 2018 through June 30, 2019 shall not

1 exceed Two Million Sixty-Five Thousand Six Hundred Eight and No/100 Dollars (\$2,065,608.00).

2 The maximum amount for the period of July 1, 2019 through June 30, 2020 shall not
3 exceed Two Million One Hundred Twenty-One Thousand Four Hundred Fifty-Three and No/100
4 Dollars (\$2,121,453.00).

5 The maximum amount for the period of July 1, 2020 through June 30, 2021 shall not
6 exceed Two Million One Hundred Seventy-Four Thousand Eight Hundred Eighty-Nine and No/100
7 Dollars (\$2,174,889.00).

8 The maximum amount for the period of July 1, 2021 through June 30, 2022 shall not
9 exceed Two Million Two Hundred Thirty-Four Thousand Eight Hundred Ninety-Five and No/100
10 Dollars (\$2,234,895.00).

11 The maximum amount for the period of July 1, 2022 through June 30, 2023 shall not
12 exceed Two Million Two Hundred Ninety-Five Thousand Three Hundred Thirty-Nine and No/100
13 Dollars (\$2,295,339.00).

14 In no event shall the maximum contract amount for all the services provided by the
15 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Eleven
16 Million Six Hundred Sixty-Seven Thousand Three Hundred Eighty and No/100 Dollars
17 (\$11,667,380.00) during the total term of this Agreement.

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

21 It is further understood by COUNTY and CONTRACTOR that any Medi-Cal revenue
22 and/or client fee reimbursements above the amounts stated herein will be used to directly offset the
23 COUNTY's contribution of COUNTY funds identified in Exhibit B. The offset of funds will also be
24 clearly identified in monthly invoices received from CONTRACTOR as further described in Section Five
25 (5) of this Agreement.

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

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

3 C. It is understood that all expenses incidental to CONTRACTOR's performance of
4 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply
5 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
6 compensation.

7 D. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services
8 provided during the preceding month, within forty-five (45) days after the date of receipt and approval by
9 COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made
10 after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program
11 costs, as identified in Exhibit B, in the performance of this Agreement and shall be documented to
12 COUNTY on a monthly basis by the tenth (10th) of the month following the month of said expenditures.
13 The parties acknowledge that the CONTRACTOR will be performing hiring, training, and credentialing
14 of staff, configuring the facility and office space, and obtaining site certification from the COUNTY
15 Mental Health Plan (Mental Health Plan).

16 E. COUNTY shall not be obligated to make any payments under this Agreement if
17 the request for payment is received by COUNTY more than sixty (60) days after this Agreement has
18 terminated or expired.

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

24 F. The services provided by CONTRACTOR under this Agreement are funded in
25 whole or in part by the State of California. In the event that funding for these services is delayed by the
26 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred
27 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The
28 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's

1 delay of payment to COUNTY plus forty-five (45) days.

2 G. CONTRACTOR shall be held financially liable for any and all future
3 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
4 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election,
5 the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall
6 be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive
7 reimbursement for any units of services rendered that are disallowed or denied by the Fresno County
8 Mental Health Plan (Mental Health Plan) utilization review process or through the DHCS cost report
9 audit settlement process for Medi-Cal eligible clients.

10 H. It is understood by CONTRACTOR and COUNTY that this Agreement is funded
11 with mental health funds to serve individuals with SMI, many of whom have co-occurring disorders. It is
12 further understood by CONTRACTOR and COUNTY that funds shall be used to support appropriately
13 integrated services for co-occurring disorders in the target population, and that integrated services can be
14 documented in crisis assessments, interventions, and progress notes documenting linkages.

15 **5. INVOICING**

16 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each
17 month for the prior month's actual services rendered to DBHInvoices@co.fresno.ca.us. After
18 CONTRACTOR renders service to referred clients, CONTRACTOR will invoice COUNTY for
19 payment, certify the expenditure, and submit electronic claiming data into COUNTY's electronic
20 information system for all clients, including those eligible for Medi-Cal as well as those that are not
21 eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. COUNTY must pay
22 CONTRACTOR before submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible
23 clients.

24 B. CONTRACTOR shall submit to the COUNTY by the tenth (10th) of each month
25 a detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL
26 reports and supporting documentation shall be deemed sufficient cause for COUNTY to withhold
27 payments until there is compliance, as further described in Section Five (5) herein.

28 C. If CONTRACTOR chooses to utilize the COUNTY's electronic health record

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

13 D. At the discretion of COUNTY's DBH Director, or designee, if an invoice is
14 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall
15 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper
16 after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide
17 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after
18 the ninety (90) day period, the invoice(s) is still not corrected to COUNTY DBH's satisfaction,
19 COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the
20 termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices received
21 sixty (60) days after the expiration of each term of this Agreement or termination of this Agreement, at
22 the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have the right to deny
23 payment of any additional invoices received.

24 E. Monthly invoices shall include a client roster, identifying volume reported by
25 payer group clients served (including third party payer of services) by month and year-to-date, including
26 percentages.

27 F. CONTRACTOR shall submit monthly invoices and general ledgers that itemize
28 the line item charges for monthly program costs (per applicable budget, as identified in Exhibit B),

1 including the cost per unit calculation based on clients served within that month, and excluding
2 unallowable costs. Unallowable costs such as lobbying or political donations must be deducted from the
3 monthly invoice reimbursements. The invoices and general ledgers will serve as tracking tools to
4 determine if CONTRACTOR's program costs are in accordance with its budgeted cost, and cost per unit
5 negotiated by service modes compared to actual cost per unit, as set forth in Exhibit B. The actual cost
6 per unit will be based upon total costs and total units of service. It will also serve for the COUNTY to
7 certify the public funds expended for purposes of claiming Federal and State reimbursement for the cost
8 of Medi-Cal services and activities.

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

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

19 I. CONTRACTOR must maintain such financial records for a period of seven (7)
20 years or until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be
21 responsible for any disallowances related to inadequate documentation.

22 J. CONTRACTOR is responsible for collection and managing data in a manner to
23 be determined by DHCS and the Mental Health Plan in accordance with applicable rules and
24 regulations. COUNTY's electronic billing system is a critical source of information for purposes of
25 monitoring service volume and obtaining reimbursement. CONTRACTOR must attend COUNTY's
26 DBH's Business Office training on equipment reporting for assets, intangible and sensitive minor assets;
27 COUNTY's electronic information system; and related cost reporting.

28 K. CONTRACTOR shall submit service data into COUNTY's electronic information

1 system within ten (10) calendar days from the date services were rendered. Federal and State
2 reimbursement for Medi-Cal specialty mental health services is based on public expenditures certified
3 by the CONTRACTOR.

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

10 M. If a client has dual coverage, such as other health coverage (OHC) or Federal
11 Medicare, the CONTRACTOR will be responsible for billing the carrier and obtaining a
12 payment/denial or have validation of claiming with no response ninety (90) days after the claim was
13 mailed before the service can be entered into the COUNTY's electronic information system.
14 CONTRACTOR must report all third party collections for Medicare, third party or client pay or
15 private pay in each monthly invoice and in the annual cost report that is required to be submitted. A
16 copy of explanation of benefits or CMS 1500 form is required as documentation. CONTRACTOR
17 must report all revenue collected from OHC, third-party, client-pay or private-pay in each monthly
18 invoice and in the cost report that is required to be submitted. CONTRACTOR shall submit monthly
19 invoices for reimbursement that equal the amount due CONTRACTOR less any funding sources not
20 eligible for Federal and State reimbursement. CONTRACTOR must comply with all laws and
21 regulations governing the Federal Medicare program, including, but not limited to: 1) the requirement
22 of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the
23 Federal Centers for Medicare and Medicaid Services as they relate to participation, coverage and
24 claiming reimbursement. CONTRACTOR will be responsible for compliance as of the effective date
25 of each Federal, State or local law or regulation specified.

26 N. Data entry shall be the responsibility of the CONTRACTOR. The direct specialty
27 mental health services data must be reconciled by the CONTRACTOR to the monthly invoices
28 submitted for payment. COUNTY shall monitor the volume of services and cost of services entered into

1 the COUNTY's electronic information system. Any and all audit exceptions resulting from the
2 provision and reporting of specialty mental health services by CONTRACTOR shall be the sole
3 responsibility of the CONTRACTOR. CONTRACTOR will comply with all applicable policies,
4 procedures, directives and guidelines regarding the use of COUNTY's electronic information system.

5 O. Medi-Cal Certification and Mental Health Plan Compliance

6 CONTRACTOR will establish and maintain Medi-Cal certification or become
7 certified within ninety (90) days of the issuance of the facility's occupancy notice and fire clearance for
8 services to be delivered under this Agreement through COUNTY to provide reimbursable services to
9 Medi-Cal eligible clients. In addition, CONTRACTOR shall work with the COUNTY's DBH to
10 execute the process if not currently certified by COUNTY for credentialing of staff. During this
11 process, the CONTRACTOR will obtain a legal entity number established by the DHCS, as this is a
12 requirement for maintaining Mental Health Plan organizational provider status throughout the term of
13 this Agreement. CONTRACTOR will be required to become Medi-Cal certified prior to providing
14 direct specialty mental health services to Medi-Cal eligible clients and seeking reimbursement from the
15 COUNTY for costs associated with direct specialty mental health services. CONTRACTOR will not be
16 reimbursed by COUNTY for any direct specialty mental health services rendered prior to certification.

17 CONTRACTOR shall provide specialty mental health services in accordance with
18 the COUNTY's Mental Health Plan. CONTRACTOR must comply with the "Fresno County Mental
19 Health Plan Compliance Program and Code of Conduct" set forth in Exhibit D, attached hereto and
20 incorporated herein by reference and made part of this Agreement.

21 CONTRACTOR may provide direct specialty mental health services using
22 unlicensed staff as long as the individual is approved as a provider by the Mental Health Plan, is
23 supervised by licensed staff, works within his/her scope and only delivers allowable direct specialty
24 mental health services. It is understood that each service is subject to audit for compliance with Federal
25 and State regulations, and that COUNTY may be making payments in advance of said review. In the
26 event that a service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set
27 off from other payments due the amount of said disapproved services. CONTRACTOR shall be
28 responsible for audit exceptions to ineligible dates of services or incorrect application of utilization

1 review requirements.

2 **6. INDEPENDENT CONTRACTOR**

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

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

22 **7. MODIFICATION**

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

25 Notwithstanding the above, changes to services, staffing, and responsibilities of the
26 CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health treatment, as
27 set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director or
28 designee and CONTRACTOR through an amendment approved by COUNTY's Counsel and the

COUNTY's Auditor-Controller's Office.

In addition, changes to line items in the budgets, as set forth in Exhibit B, that do not exceed 10% of the maximum compensation payable to the CONTRACTOR, and changes to the volume of units of services/types of service units, and changes to the service rates to be provided, as set forth in Exhibit B, may be made with the written approval of COUNTY's DBH Director, or designee. Changes to the line items in the budget that exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director, or designee through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office..

Said modifications shall not result in any change to the annual maximum compensation amount payable to CONTRACTOR, as stated in this Agreement.

8. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY.

9. HOLD-HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents and employees from any and all costs and expenses including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, their officers, agents or employees under this Agreement.

CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

10. INSURANCE

Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and affect the

1 following insurance policies throughout the term of this Agreement:

2 A. Commercial General Liability

3 Commercial General Liability Insurance with limits of not less than Two Million
4 Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million
5 Dollars (\$5,000,000). This policy shall be issued on a per occurrence basis.
6 COUNTY may require specific coverage including completed operations, product
7 liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire
8 legal liability or any other liability insurance deemed necessary because of the
9 nature of the Agreement.

10 B. Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits for bodily injury of
12 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
13 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
14 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined
15 single limit of One Million Dollars (\$1,000,000). Coverage should include owned
16 and non-owned vehicles used in connection with this Agreement.

17 C. Real and Property Insurance

18 CONTRACTOR shall maintain a policy of insurance for all risk personal property
19 coverage which shall be endorsed naming the County of Fresno as an additional
20 loss payee. The personal property coverage shall be in an amount that will cover
21 the total of the COUNTY purchase and owned property, at a minimum, as
22 discussed in Section Twenty (21) of this Agreement.

23 All Risk Property Insurance

24 CONTRACTOR will provide property coverage for the full replacement value of
25 the COUNTY'S personal property in possession of CONTRACTOR and/or used
26 in the execution of this Agreement. COUNTY will be identified on an appropriate
27 certificate of insurance as the certificate holder and will be named as an
28 Additional Loss Payee on the Property Insurance Policy.

29 D. Professional Liability

30 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,
31 L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance with
32 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
33 Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it
34 shall maintain, at its sole expense, in full force and effect for a period of three (3)
35 years following the termination of this Agreement, one or more policies of
36 professional liability insurance with limits of coverage as specified herein.

1 E. Worker's Compensation

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

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

12 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
13 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
14 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133
15 N. Millbrook Ave, Fresno, California, 93703, Attention: Contracts Division, stating that such insurance
16 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and
17 employees will not be responsible for any premiums on the policies; that such Commercial General
18 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
19 collectively, as additional insured, but only insofar as the operations under this Agreement are
20 concerned; that such coverage for additional insured shall apply as primary insurance and any other
21 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
22 excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and
23 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
24 written notice given to COUNTY.

25 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
26 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this
27 Agreement upon the occurrence of such event.
28

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

4 **11. LICENSES/CERTIFICATES**

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

13 **12. RECORDS**

14 CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation
15 Standards for Client Records", attached hereto and by this reference incorporated herein and made part
16 of this Agreement. During site visits, COUNTY shall be allowed to review records of services provided,
17 including the goals and objectives of the treatment plan, and how the therapy provided is achieving the
18 goals and objectives.

19 **13. REPORTS**

20 A. Outcome Reports

21 CONTRACTOR shall submit to COUNTY's DBH service outcome reports as
22 requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to change at
23 COUNTY's DBH discretion.

24 B. Additional Reports

25 CONTRACTOR shall also furnish to COUNTY such statements, records, reports,
26 data, and other information as COUNTY's DBH may request pertaining to matters covered by this
27 Agreement. In the event that CONTRACTOR fails to provide such reports or other information
28 required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments

1 until there is compliance. In addition, CONTRACTOR shall provide written notification and
2 explanation to COUNTY within five (5) days of any funds received from another source to conduct the
3 same services covered by this Agreement.

4 C. Cost Report

5 CONTRACTOR agrees to submit a complete and accurate detailed cost report to
6 the COUNTY's DBH on an annual basis for each fiscal year ending June 30th in the format prescribed
7 by the State DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for
8 programs. The cost report will be the source document for several phases of settlement with the DHCS
9 for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their
10 approved legal entity number established during the Medi-Cal certification process. The information
11 provided applies to CONTRACTOR for program related costs for services rendered to Medi-Cal and
12 non Medi-Cal clients. The CONTRACTOR will remit a schedule to provide the required information on
13 published charges for all authorized services. The report will serve as a source document to determine
14 the CONTRACTOR's usual and customary charge prevalent in the public mental health sector that is
15 used to bill the general public, insurers or other non-Medi-Cal third party payors during the course of
16 business operations. CONTRACTOR must report all collections for Medi-Cal/Medicare services and
17 collections. The CONTRACTOR shall also submit with the cost report a copy of the CONTRACTOR's
18 general ledger that supports revenues and expenditures and reconciled detailed report of reported total
19 units of services rendered under this Agreement to the units of services reported by CONTRACTOR to
20 COUNTY'S electronic information system.

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

27 All Cost Reports must be prepared in accordance with General Accepted
28 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3)

1 and 5718(c). Unallowable costs such as lobbying or political donations must be deducted on the cost
2 report and monthly invoice reimbursements.

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

7 D. Settlements with State Department of Health Care Services (DHCS)

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

26 Funds owed to COUNTY will be due within forty-five (45) days of notification
27 by the COUNTY, or COUNTY shall withhold future payments until all excess funds have been
28 recouped by means of an offset against any payments then or thereafter owing to COUNTY under this

1 or any other Agreement between the COUNTY and CONTRACTOR.

2 **14. MONITORING**

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

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

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

12 **16. COMPLIANCE WITH STATE REQUIREMENTS**

13 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
14 agreement with the State of California Department Health Care Services, and that under said agreement
15 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall
16 adhere to all State requirements, including those identified in Exhibit F "State Mental Health
17 Requirements", attached hereto and by this reference incorporated herein and made part of this
18 Agreement. CONTRACTOR shall also file an incident report for all incidents involving consumers,
19 following the Protocol and using the Worksheet identified in Exhibit G, attached hereto and by this
20 reference incorporated herein and made part of this Agreement.

21 **17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

22 CONTRACTOR shall be required to maintain organizational provider certification by
23 Fresno County. CONTRACTOR must meet Medi-Cal organization provider standards as listed in
24 Exhibit H, Medi-Cal Organizational Provider Standards, attached hereto and incorporated herein and
25 made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or
26 Provider in Exhibit H shall refer to CONTRACTOR. In addition, CONTRACTOR shall inform every
27 client of their rights under the COUNTY's Mental Health Plan as described in Exhibit I, attached hereto
28 and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall also

1 file an incident report for all incidents involving clients, following the Protocol and using the Worksheet
2 identified in Exhibit G, attached hereto and by this reference incorporated herein and made part of this
3 Agreement, or a protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY's
4 DBH Director or designee.

5 **18. CONFIDENTIALITY**

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

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

10 COUNTY and CONTRACTOR each consider and represent themselves as covered
11 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
12 104-191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

15 COUNTY and CONTRACTOR intend to protect the privacy and provide for the security
16 of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for
17 Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated
18 thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other
19 applicable laws.

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

24 **20. DATA SECURITY**

25 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
26 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of
27 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter
28 into a contractual relationship with the COUNTY for the purpose of providing services under this

1 Agreement must employ adequate data security measures to protect the confidential information
2 provided to CONTRACTOR by the COUNTY, including but not limited to the following:

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

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

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

11 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

18 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

21. PROPERTY OF COUNTY

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

For COUNTY purposes, fixed assets must fulfill three qualifications:

1. Asset must have life span of over one year.
2. The asset is not a repair part
3. The asset must be valued at or greater than the capitalization thresholds for the asset type

Asset type	Threshold
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• be tangible	\$5,000
○ equipment	
○ vehicles	
• or intangible asset	\$100,000
○ Internally generated software	

- Purchased software
- Easements
- Patents
- and capital lease \$5,000

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

B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but more than \$1,000, with over one year life span, and are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR maintains a tracking system on the items and are not required to be capitalize or depreciated. The items are subject to annual inventory for compliance.

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

CONTRACTOR further agrees to the following:

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

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

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

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

20 **22. NON-DISCRIMINATION**

21 During the performance of this Agreement, CONTRACTOR shall not unlawfully
22 discriminate against any employee or applicant for employment, or recipient of services, because of
23 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age
24 or gender, pursuant to all applicable State and Federal statutes and regulations.

25 **23. CULTURAL COMPETENCY**

26 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

27 A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R.
28 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance

1 from discriminating against persons based on race, color, national origin, sex, disability or religion. This
2 is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and
3 participation in federally funded programs through the provision of comprehensive and quality bilingual
4 services.

5 B. Policies and procedures for ensuring access and appropriate use of trained
6 interpreters and material translation services for all LEP consumers, including, but not limited to,
7 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
8 procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must
9 include ensuring compliance of any sub-contracted providers with these requirements.

10 C. CONTRACTOR shall not use minors as interpreters.

11 D. CONTRACTOR shall provide and pay for interpreting and translation services to
12 persons participating in CONTRACTOR's services who have limited or no English language
13 proficiency, including services to persons who are deaf or blind. Interpreter and translation services
14 shall be provided as necessary to allow such participants meaningful access to the programs, services
15 and 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 cost
18 to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners
19 who interpret or translate for a program participant, or who directly communicate with a program
20 participant in a language other than English, demonstrate proficiency in the participant's language and
21 can effectively communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

22 E. In compliance with the State mandated Culturally and Linguistically Appropriate
23 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to
24 COUNTY for approval, within 60 days from date of contract execution, CONTRACTOR's plan to
25 address all fifteen national cultural competency standards as set forth in the "National Standards on
26 Culturally and Linguistically Appropriate Services (CLAS)"
27 (<http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>). COUNTY's annual on-site review of
28 CONTRACTOR shall include collection of documentation to ensure all national standards are

1 implemented. As the national competency standards are updated, CONTRACTOR's plan must be
2 updated accordingly.

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

4 To the extent necessary to prevent disallowance of reimbursement under section
5 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of
6 four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make
7 available, upon written request to the Secretary of the United States Department of Health and Human
8 Services, or upon request to the Comptroller General of the United States General Accounting Office, or
9 any of their duly authorized representatives, a copy of this Agreement and such books, documents, and
10 records as are necessary to certify the nature and extent of the costs of these services provided by
11 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event
12 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value
13 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,
14 with a related organization, such Agreement shall contain a clause to the effect that until the expiration
15 of four (4) years after the furnishing of such services pursuant to such subcontract, the related
16 organizations shall make available, upon written request to the Secretary of the United States
17 Department of Health and Human Services, or upon request to the Comptroller General of the United
18 States General Accounting Office, or any of their duly authorized representatives, a copy of such
19 subcontract and such books, documents, and records of such organization as are necessary to verify the
20 nature and extent of such costs.

21 **25. SINGLE AUDIT CLAUSE**

22 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)
23 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit
24 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management
25 and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit and management letter to
26 COUNTY. The audit must include a statement of findings or a statement that there were no findings. If
27 there were negative findings, CONTRACTOR must include a corrective action plan signed by an
28 authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or

1 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Business
2 Office, for review within nine (9) months of the end of any fiscal year in which funds were expended
3 and/or received for the program. Failure to perform the requisite audit functions as required by this
4 Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,
5 contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to
6 enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the
7 sole responsibility of CONTRACTOR.

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

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

26 **26. COMPLIANCE**

27 CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct and
28 Ethics and the COUNTY's Compliance Program in accordance with Exhibit D attached hereto and

1 incorporated herein by reference and made part of this Agreement. Within thirty (30) days of entering
2 into this Agreement with the COUNTY, CONTRACTOR shall have all of CONTRACTOR's
3 employees, agents and subcontractors providing services under this Agreement certify in writing, that he
4 or she has received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.
5 CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents and
6 subcontractors providing services under this Agreement shall certify in writing that he or she has
7 received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.
8 CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is an element
9 in evaluating the performance of CONTRACTOR and its employees, agents and subcontractors.

10 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
11 employees, agents and subcontractors providing services under this Agreement shall complete general
12 compliance training and appropriate employees, agents and subcontractors shall complete
13 documentation and billing or billing/reimbursement training. All new employees, agents and
14 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is
15 required to attend training shall certify in writing that he or she has received the required training. The
16 certification shall specify the type of training received and the date received. The certification shall be
17 provided to the COUNTY's Compliance Officer at 3133 N. Millbrook, Fresno, California 93703.
18 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon
19 COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this
20 Agreement.

21 **27. ASSURANCES**

22 In entering into this Agreement, CONTRACTOR certifies that it, nor any of its officers,
23 are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
24 Health Care Programs: that it, nor any of its officers, have not been convicted of a criminal offense
25 related to the provision of health care items or services; nor has it, or any of its officers, been reinstated
26 to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or
27 ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is
28 ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or

1 involvement with, COUNTY's business operations related to the Federal Health Care Programs and
2 shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the
3 items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part,
4 directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until
5 such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

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

25 2. Notwithstanding the above, COUNTY at its discretion may terminate this
26 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
27 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of
28 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to

COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY consumers.

C. CONTRACTOR shall verify (by asking the applicable employees and subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform professional services under this Agreement (1) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participation in the Federal Health Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of health care services, CONTRACTOR will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

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

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

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

E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty

1 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR'S violation of
2 CONTRACTOR'S obligations as described in this Section.

3 **28. PUBLICITY PROHIBITION**

4 None of the funds, materials, property or services provided directly or indirectly under
5 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (*i.e.*,
6 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
7 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement
8 shall be allowed as necessary to raise public awareness about the availability of such specific services
9 when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in
10 Exhibit B for such items as written/printed materials, the use of media (*i.e.*, radio, television,
11 newspapers) and any other related expense(s).

12 **29. COMPLAINTS**

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

21 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored
22 clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint,
23 investigative details of the complaint, the complaint and CONTRACTOR's disposition of, or corrective
24 action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their
25 rights as set forth in Exhibit I. CONTRACTOR shall file an incident report for all incidents involving
26 clients, following the protocol and using the worksheet identified in Exhibit G and incorporated herein
27 by reference and made part of this Agreement.

28 **30. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST**

1 **INFORMATION**

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

5 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
6 the following information must be disclosed by CONTRACTOR by completing Exhibit J, “Disclosure
7 of Ownership and Control Interest Statement”, attached hereto and by this reference incorporated herein
8 and made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY’s DBH
9 within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall
10 report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit
11 J, “Disclosure of Ownership and Control Interest Statement.” Submissions shall be scanned pdf copies
12 and are to be sent via email to DBHAdministration@co.fresno.ca.us attention: Contracts Administration.

13 **31. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

14 CONTRACTOR is required to disclose if any of the following conditions apply to them,
15 their owners, officers, corporate managers and partners (hereinafter collectively referred to as
16 “CONTRACTOR”):

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

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

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

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

8 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension,
9 and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit K,
10 attached hereto and by this reference incorporated herein and made part of this Agreement.
11 Additionally, CONTRACTOR must immediately advise the COUNTY's DBH in writing if, during the
12 term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for
13 participation in federal or state funded programs or from receiving federal funds as listed in the excluded
14 parties' list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to
15 CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any
16 loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in
17 the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

18 **32. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

22 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
23 transactions that they are a party to while CONTRACTOR is providing goods or performing services
24 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
25 is a party and in which one or more of its directors has a material financial interest. Members of the
26 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
27 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit L and incorporated
28 herein by reference and made part of this Agreement, and submitting it to the COUNTY prior to

commencing with the self-dealing transaction or immediately thereafter.

33. AUDITS AND INSPECTIONS

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

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

34. 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
3133 N. Millbrook Ave
Fresno, CA 93702

CONTRACTOR

President and CEO
Central Star Behavioral Health, Inc.
1501 Hughes Way, Suite 150
Long Beach, CA 90810

Any and all notices between COUNTY and 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.

35. GOVERNING LAW

Venue for any action arising out of or related to the Agreement shall only 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.

36. ENTIRE AGREEMENT

This Agreement, including all Exhibits, COUNTY's Revised RFP No. 18-005 and

CONTRACTOR's Response to RFP No. 18-005 constitutes the entire agreement between
CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
agreement negotiations, proposals, commitments, writings, advertisements, publications, and
understandings of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **CONTRACTOR:**

5 **CENTRAL STAR BEHAVIORAL**
6 **HEALTH, INC.**

7 By: 

8
9 Print Name: M. Hatfield

10 Title: Vice President COO

11 Chief Executive Officer, or
12 President, or any Vice President

13
14
15 By: 

16 Print Name: Olivia Aranda

17 Title: VP & CEO

18 Secretary (of Corporation), or
19 any Assistant Secretary, or
20 Chief Financial Officer, or
21 any Assistant Treasurer

22
23
24 Mailing Address:

25 Central Star Behavioral Health, Inc.
26 1501 Hughes Way, Suite 150
27 Long Beach, CA 90810

28 Contact: Kent Dunlap, Senior, Vice President
Phone: (310) 221-6336 ext. 125

COUNTY OF FRESNO

By: 

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

Date: 11-14-17

ATTEST:

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

By: 

Deputy

Date: 11-14-17

**PLEASE SEE ADDITIONAL SIGNATURE
PAGE ATTACHED**

1 FOR FRESNO COUNTY ACCOUNTING USE ONLY:
2 Fund/Subclass: 0001/10000
3 Org No.: 5630
4 Account No.: 7295
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CRISIS RESIDENTIAL TREATMENT SCOPE OF WORK

ORGANIZATION: Central Star Behavioral Health, Inc.

MAILING ADDRESS: 1501 Hughes Way, Suite 150, Long Beach, CA 90810

SERVICE ADDRESS: 496 S. Barton, Fresno, CA 93702

SERVICES: Crisis Residential Treatment Services

CONTRACT PERIOD: December 1, 2017 through June 30, 2021, with an option for two (2) twelve (12) month renewal terms

BACKGROUND

CONTRACTOR shall provide crisis residential treatment (CRT) services as defined in California Code of Regulations (CCR), Title 9, §1810.208. Crisis Residential Treatment Services. “Crisis Residential Treatment Service” means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The therapeutic and rehabilitative services shall be provided as defined in California Code of Regulations (CRR), Title 22, §1810.208, consistent with a Social Rehabilitation Program, which will be provided in a non-institutional residential setting.

CONTRACTOR shall be responsible for the CRT staffing, programming service operations, and quality assurance. The CRT facility provides a residential setting that creates a safe base from which clients can collaborate with staff, friends and family to assess their needs and assist in framing their own recovery plan.

Culturally-attuned services will include crisis intervention and stabilization strategies, screening for medical complications, diagnosis formulation, medication education, medication monitoring, clinical assessment, individual treatment/rehabilitation plans, and discharge planning that actively links clients with resources, such as permanent housing, pre-vocational and vocational programs, substance abuse treatment services and other supports based on the clients’ individual strengths and needs.

TARGET POPULATION:

The target population will include male and female individuals, who are 18 to 59 years of age, who are experiencing acute psychiatric episodes or crisis. The CRT is projected to serve 194 unique clients annually.

The focus shall be individuals in a pre-contemplative/contemplative stage of change that are seeking structure to achieve recovery. Individuals presenting for psychiatric care typically have existing co-occurring physical health concerns and/or trauma-related experiences, and occasionally have undiagnosed physical disorders that are not the cause of their mental symptoms but nonetheless will require evaluation and treatment. However, these clients must not have serious medical complications that require nursing management. Medical clearance will be required for referred clients where there are indicators of an acute medical condition as determined by a medical screening, which must occur within 30 calendar days prior to clients’ admission to the CRT. In the

event a referred client is known to possess a contagious medical condition, said client shall be medically cleared by a local hospital prior to admission to the CRT.

All clients shall have a primary diagnosis of mental health disorder. The psychiatric diagnosis must reflect a severe, persistent mental illness or a maladaptive reaction to a mental health crisis. The primary diagnosis cannot be dementia, mental retardation, or substance abuse/dependence.

Individuals will be referred to the CRT by the following, including but not limited to: the COUNTY's Department of Behavioral Health (DBH), DBH contract providers, Institutes of Mental Disease (IMDs), Emergency Psychiatric Services (EPS), or emergency rooms (aka hospital emergency departments). When the CRT program is nearing full capacity, clients who have accessed emergency services such as EMS, or law enforcement, multiple times will be prioritized for the purpose of admission to the CRT.

LOCATION OF SERVICES:

CONTRACTOR shall provide CRT services within the COUNTY-owned facility located at 496 S. Barton, Fresno, CA 93702.

DESCRIPTION OF SERVICES:

- I. The CRT shall be a positive level of care and a temporary alternative for adults experiencing an acute psychiatric episode or intense emotional distress who might otherwise face voluntary or involuntary commitment in a higher level of care.
- II. Clients shall be engaged in recovery activities throughout each day. Most programming shall be group-focused with individual sessions to help reinforce learning. The majority of services shall be delivered at the certified CRT site and will be face-to-face encounters between clients and staff. However, some services, not available at the CRT, may be provided by reputable and known programs in the community via referrals and linkage from the CRT staff.

Group sessions and activities provided by CONTRACTOR shall:

- A. Introduce daily structure and supportive motivation moving toward self-discipline and self-management, which is helpful to persons used to living in a disorganized and chaotic way;
 - B. Provide norms that reinforce healthy ways of interacting and a safe and supportive therapeutic milieu that is crucial for recovery, including fitness-oriented and creative/expressive outlets;
 - C. Develop clients' communication and socialization skills. This is helpful to all and particularly useful for individuals whose socializing, historically, revolved around using substances;
 - D. Advance individual recovery and facilitate those further along in their recovery to support other members through a positive peer wellness and recovery culture;
 - E. Provide a venue for group facilitators to transmit new information, teach new wellness and life skills, and guide clients as they practice new behaviors.
- III. The CRT staff shall conduct individual client evaluations to help determine the need for the type and intensity of additional services to be provided within a framework of peer support and trauma informed approaches to recovery.
 - IV. CONTRACTOR's staff will be trained in the use of the following EBPs, when appropriate for

clients' assessed individual needs and service plan.

- A. Wellness Recovery Action Planning (WRAP) – a self-management tool that clients can use to monitor uncomfortable, distressing feelings and behaviors and identify planned responses that will reduce, modify, or eliminate them.
 - B. Motivational Interviewing – a widely used practice in recovery as it integrates well into short-term crisis stabilization services, offers sound engagement strategies addressing any/all conditions, and works in a respectful manner to help consumers take ownership of their recovery.
 - C. Aggression Replacement Training – a research-based, multi-component cognitive-behavioral treatment to promote pro-social behavior by addressing factors that contribute to aggression.
 - D. Seeking Safety – an evidence-based counseling model to help people, including clients with dual diagnoses, to attain safety from trauma and/or substance abuse.
- V. CONTRACTOR shall prescribe prescription drugs when needed. The majority of CRT clients will have already been prescribed prescription drugs that will need to be monitored by the CONTRACTOR. At the time of admission, CONTRACTOR shall obtain a complete medication history from clients, gather information about the appropriateness of medications for the clients, taking into account the clients' ages, weight, pathophysiology, allergies, vital signs, and clients' knowledge/beliefs about drugs. The CONTRACTOR shall update the medication information periodically as well as conduct education with the clients to ascertain that the medication is being taken correctly and continues to be advantageous.
- CONTRACTOR shall maintain a list of all prescribed and non-prescribed medications for all CRT clients. Medication support will be led by a Psychiatric Nurse Practitioner. Support will also be provided by licensed nursing personnel (Mental Health Registered Nurse and LVN/LPT's). All medication shall be stored in a locked central location with a control system so that unauthorized individuals cannot access the medication. Refrigerated medications will be stored in a locked refrigerator separate from food supplies. In addition when it is a part of client's individual treatment/rehabilitation plan, CONTRACTOR shall encourage clients to be personally responsible for holding, managing, and safeguarding all of their medications.
- VI. CONTRACTOR staff and client shall work together to develop a written treatment/rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement. Clients shall be involved in an ongoing review of progress towards reaching established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following elements:
- A. Statement of specific treatment needs and goals
 - B. Description of specific services to address identified treatment needs
 - C. Documentation of reviews by staff and client of the plan at least weekly
 - D. Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.
- VII. If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the clients' case record of communication between all persons responsible for the treatment/rehabilitation plan. Following the referral of a client to an outside agency, the client's primary assigned CRT staff

member will follow up with the client and the service provider to whom the client was referred to ensure that services were accessed. It is the CRT team members' role to assist the client with mediating any barriers to accessing services (e.g. travel, scheduling, etc.) as well as any perceived stigma in seeking assistance from the service providers e.g. substance abuse, victimization, etc.

- VIII. CONTRACTOR shall prepare a written discharge summary prepared by CRT staff and client, which includes an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans. Discharge summaries will be the reports that provide a link between the CRT and the clients' next level of care and/or their primary medical care services. They also serve an internal reference for future care at the CRT, if necessary.
- IX. Clients shall be involved, depending on capability, in the operation of the CRT household. This shall include participation in the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited to cooking, cleaning, menu planning and activity planning. Clients shall be active in all aspects of running the CRT household, gaining skills in the activities of daily living, such as shopping, cooking, laundry and budgeting. Purposeful group activities shall also be scheduled, such as joining in on grocery shopping trips.
- X. Structured day and evening services shall consist of, at a minimum, an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each client, and shall be available seven (7) days a week. Services shall include, but not be limited to:
- Individual and Group Counseling or Therapy
 - Crisis Intervention
 - Pre-vocational or Vocational Counseling
 - Education Services and Remediation
 - Client Advocacy, (including assisting client to develop their own advocacy skills)
 - Independent Living Skills
 - Money Management
 - Self-control and Symptom Management
 - Sexual Health Education
 - Education on Self Administration of Medication
 - Personal Grooming and Hygiene and Other Activities for Daily Living
 - In general, an activity program that encourages socialization within the program and general community, and that assists linking the clients to resources which are available after leaving the program
- V. CONTRACTOR shall provide at least three (3) balanced and complete meals each day. A kitchen shall be made available for client use. CONTRACTOR shall encourage clients to participate in meal preparation and menu planning depending on capability. Any reasonable special dietary needs shall be provided for clients (e.g., vegetarian meals, vegan meals, etc.).

STAFFING:

CONTRACTOR employs a blend of licensed behavioral health practitioners, health professionals, and para-professional staff with lived experiences reflective of the experiences of those with

behavioral health problems. CRT staff includes the Contractor Administrator; Program Director, Clinical Supervisor; Psychiatric Nurse Practitioner, Clinical Psychologist/Psychiatrist; LVNs/LPT; Mental Health Specialist, Recovery Counselors, Safety Specialist/Recovery Counselor, Household Coaches/Cooks, Resource Specialist and EMR/Clerk. CONTRACTOR staff who provide management and administrative services regionally for the CRT in Fresno County include: the UR/QA/Medical Records, Human Resources, Training, Billing Clerk, and Maintenance Technician.

CONTRACTOR'S staff meets (or exceeds) all State licensing and regulatory requirements including medical staff standards, nursing staff standards, and rehabilitation staff requirements. All staff achieves LiveScan and DOJ clearance. Licensed and registered clinicians clear OIG/HHS eligibility screening. Continuing supervision of medical services are provided by a Nurse Practitioner who evaluates clients as needed and is available on-call for the provision of non-emergency physical health care. The Clinical Supervisor provides clinical oversight for behavioral health staff, including the Mental Health Specialist, Recovery Counselors, and Resource Specialist. All staff that require state licensure and/or certification shall remain in good standing with their respective state licensing or certification boards.

CRT staff shall be employed by the CONTRACTOR except for psychiatrists, primary care physician(s) and a dietician who are independent contractors. CONTRACTOR shall contract with a Psychiatrist for 5-8 hours/week to work collaboratively with a Nurse Practitioner. Subject to approval by the County, some Psychiatry services may be provided via telemedicine.

CONTRACTOR'S Administrator will inform the COUNTY's DBH within 24 hours of any staff changes that may affect the CRT program.

HOURS OF OPERATION:

CONTRACTOR staff shall be available to provide services to clients twenty-four (24) hours per day, seven (7) days per week.

ANTICIPATED AVERAGE CLIENT LENGTH OF STAY:

The anticipated average client length of stay in the CRT shall be in accordance with each client's assessed needs, but not to exceed thirty (30) days unless circumstances documented in the client's record require a longer length of stay beyond thirty (30) days. Under no circumstances may the length of stay exceed 89 days.

GOALS/OUTCOMES:

CONTRACTOR shall utilize a computerized tracking system with which performance and outcome measures and other relevant client data, such as demographics, will be maintained. The data tracking system may be incorporated into CONTRACTOR'S electronic health records (EHR) system or be a stand-alone database. DBH must be afforded read only access to the data tracking system.

CONTRACTOR uses standardized assessment /outcome tools, performance measures, and satisfaction surveys for quality improvement and to evaluate progress towards the CRT program goals.

CONTRACTOR staff shall use Electronic Health Records (EHR) and other tools to track and report member data, utilization and treatment outcomes across multiple domains, aided by dedicated Quality Assurance and Research and Program Practices (RPP) Department staff within CONTRACTOR'S Total Quality Management System (TQM). CONTRACTOR shall maintain an Electronic Medical Record (EMR), enabling them to keep and easily transmit data from a comprehensive client record consistent with the requirements of CCL Title 22, section 6.

CONTRACTOR shall partner with the COUNTY to implement an evaluation protocol that addresses the desired results of the program – stabilizing individuals during a difficult period and connecting them into needed community-based services and supports, while reducing their future risk of crisis and need for hospitalizations and other high-end services. CONTRACTOR shall assess their past, current and future status in the overall system of care (i.e., use of crisis services, psychiatric hospital, arrests/detainments, etc.) and their stability and prospects in the community (housing, use of peer supports, mental health treatment enrollments, educational/vocational endeavors, employment, etc.), taken at the time of enrollment and tracked through referral and linkages provided at discharge.

CONTRACTOR shall work with the COUNTY in analyzing post-discharges statuses on similar indicators, to the extent these data are available on clients in COUNTY databases. CONTRACTOR shall adapt and apply similar metrics for the above indicator areas as appear on the Mental Health Services Act (MHSA) form sets used in Full Service Partnership (FSP) programs (PAF, KETs, 3Ms) and/or from Client Outcome Report (COR).

Assessments of statuses shall be complemented using standardized functional assessments such as the Milestones of Recovery (MORS), the Recovery Assessment Scale (RAS) and/or the Behavior and Symptom Identification Scale (BASIS), the latter two are completed by the client themselves regarding the time before admission compared to the time preceding discharge. Other important areas of measurement for program evaluation include fidelity protocols (e.g., development of a WRAP by discharge, pre-post group services assessments, focus groups with clients, etc.); client/family's experience and satisfaction with services; and, gathering feedback from agency partners. All data from outcome measurements shall be routinely reviewed and applied to the continuous quality improvement of programs, with stakeholder input, in the context of CONTRACTOR's comprehensive Total Quality Management (TQM) program.

The following examples provide preliminary information about tracking methods:

a. Access to care: The ability of clients to receive the right service at the right time.

CONTRACTOR'S business analytics system uptakes data from the EHR on referral dates, admission/intake dates, and service dates by service types. This allows for graphically presenting and monitoring aggregate Key Performance Indicators (KPIs) on dashboards by agency/program regarding the time between referral to admission/intake to first service; and to inspect the array of services (mix/match and intensity/volume) provided. The BA application also allows drill down to client/staff levels, beyond the aggregation, to examine outliers that may require review and case-level problem-solving. These dashboards are the primary way program managers and QA personnel actively monitor access in real time; they also pay attention to periodic, cross-sectional feedback from consumer and agency partner surveys which include inquiries about service access and staff's responsiveness.

1) Timeliness of bridging prescriptions

All prescriptions are dated in the EHR, so the time between the end/beginning of prescriptions can be calculated. If the client is being transferred from or to another facility, the nursing team compiles a record of all discharge prescriptions for the client and the next-on provider so they have full information to work with in carrying on with needed services. CONTRACTOR shall include inquiry about Rx continuity during warm-hand offs and at a one month post discharge follow-up phone call.

2) Timeliness of identifying clients with a serious mental illness

Symptoms and risk, such as depression, poor judgment, affect regulation, trauma adjustment, and suicide risk, as well as pertinent clinical diagnoses are established through comprehensive

assessments at intake, and are also tracked using standardized tools, e.g., the MORS, (clinician rating), BASIS and/or RAS (client rating) over time in the program to discharge. Specific types of assessments, such as for suicide risk (CSSRS), psychiatric traumas (ACES), and substance abuse (SBIRT) are prompted based on screening responses of clients, administered at admission, and may also be re-administered by staff at any point during treatment in which there is new/heightened concern.

- 3) Timeliness between client referral for assessment and completion of assessment; assessment to first treatment service; and, first treatment service to next follow-up.

Assessment and Individual Service Planning will both take place within 24 hours of admission. Assessments findings will be entered and tracked in the EMR and will determine each person's current status, safety, and support needs, including: (1) a comprehensive bio-psycho-social evaluation summarizing psychiatric history and treatment, developmental milestones, medical history, relationships and mental health status; (2) screening for high risk behaviors using the Columbia Suicide Severity and Risk Scale (CSSRS), and Screening, Brief Intervention, and Referral to Treatment (SBIRT) to assess for substance use, along with other assessments for other varied health and safety risks and needs identification.

- 4) Timeliness of subsequent follow-up visits

For services provided while in the program, per comprehensive assessments and the plan of care, service entries in the EHR permit tabulations of time frames between the assessment/plan of care determination of need and service provision. For services to be provided once the client discharges, as part of their aftercare plan, CONTRACTOR shall conduct linkages using warm hand-offs (personal contact) with the next-on provider, and at least one follow-up phone call within the first month of discharge. CONTRACTOR shall document dates, times and notes regarding such transition support contacts and will also work with the county, as desired, to evaluate county datasets on post discharge connections into subsequent services. Based on prior experiences operating and evaluating residentially-based treatment settings, very quick connections at discharge are essential to retaining clients in ongoing needed services – the goal is to effect uptake within two weeks or less from CRT exit.

- 5) Timeliness of response to sick call/health service requests

Any health issue that arises while a client is in the CRT, which cannot be handled by the nursing staff in the facility (e.g., beyond first aid, simple pain management, etc.) is addressed as an urgency (to be addressed on the shift and/or very next shift). Staff arranges access and transportation, and otherwise supports the client to obtain medical care, based on the nature of the issue – immediately from a hospital ER if an emergency, or at the scheduled appointment for less acute needs.

b. Effectiveness: Objective results achieved through health care services.

Examples include:

- 1) Effectiveness of crisis interventions
- 2) Effectiveness of treatment interventions (medical and behavioral health indicators)

CONTRACTOR shall track the percent of individuals who receive a crisis service who, within 15 days and within 30 days, return for crisis services at a hospital emergency department, psychiatric hospital or jail. CONTRACTOR shall initially aim for <20% within 30 days, and will collaborate in the pursuit of data and analyses that involve logging in EHR and through datasets accessible to the county from these entities. Importantly, CONTRACTOR shall actively participate in quality

improvement initiatives the COUNTY sponsors to address system of care (community provider) uptakes necessary to avoid crises, re-hospitalizations, and re-admissions to the CRT.

Improving member experience in achieving wellness and recovery will be tracked by: a) Recording progress on individualized goals generated through collaboration with members and families -- at least 85% will achieve progress on most/all their treatment goals (these are measured on the CONTRACTOR's COR); b) Pre-post MORS (clinician rated), RAS and/or BASIS (client self-rated) tools – there will be statistically significant desirable shifts (non-random effects) and strong effect sizes (when latter can be determined, requires statistical norms) demonstrating reduced symptoms and improved psycho-social functioning on standardized ratings; and, c) Completion of a WRAP by discharge – at least 85% will create or refine an existing written WRAP (also measured on the CONTRACTOR's COR).

- 3) Effectiveness of discharge planning (such as percentage of clients successfully linked to COUNTY programs, community providers, and/or other community resources after release)

The goal is for a large majority, 90% or more, of all clients to be connected into community based services and supports by discharge, meaning they are not discharged to a hospital, IMD, incarcerative setting, or homeless/shelter. CONTRACTOR shall apply the methods described above (data gathered during warm hand-offs, follow-up phone calls, and/or through analyses of COUNTY datasets).

- 4) Timely continuity of verified community prescriptions for medication(s), upon client's release

The goal is for a large majority, 85% or more, to experience prescription continuity. CONTRACTOR shall apply the methods described above (data gathered during warm hand-offs, follow-up phone calls, and/or through analyses of COUNTY datasets) to assess this.

- 5) Effectiveness of transportation coordination, upon release

The goal is for a large majority, 85% or more, to gain the transportation they need to participate in aftercare services. CONTRACTOR shall provide discharging clients with bus passes, taxi vouchers, and other means of assuring they can start aftercare programs and discussions shall take place for how such supports can be continued with the next-on provider. CONTRACTOR shall apply the methods described above (data gathered during warm hand-offs, follow-up phone calls, and/or through analyses of county datasets) to assess this.

c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.

Cost efficiency is best handled through data partnerships. CONTRACTOR shall participate in COUNTY workgroups and/or partner with COUNTY evaluators to shape meaningful cost reduction studies that demonstrate the positive impact of CRTs to a community's bottom line, as well as to those served.

d. Satisfaction and Compliance: The degree to which clients, COUNTY, and other stakeholders are satisfied with the services.

An overall resident satisfaction rating (and family satisfaction rating, where appropriate) of at least 90% on service aspects related to quality of care, accessibility, and timeliness of services, cultural and linguistic attunement based on results from a resident satisfaction questionnaire, approved by the COUNTY, and administered at discharge.

CONTRACTOR shall reach out to clients and families, hold focus groups, and conduct Satisfaction Surveys to get direct feedback regarding satisfaction or dissatisfaction, suggestions for program improvement, and input for interpreting outcome data. CONTRACTOR shall annually survey Agency Partners to gather feedback about the program for improvement.

Examples include:

- 1) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions.

CONTRACTOR's TQM program provides a wide array of quality/fidelity protocols which can be tapped for this program (e.g., over 100 QA probes or checklists). Quality Assurance audits will be conducted of daily progress notes (including psychiatrist, social work, nursing progress notes) to ensure medical necessity is present and documented; and, regular periodic utilization reviews are structured either internally and/or in conjunction with county personnel. In all circumstances, the local QA team, supported by regional QA Managers, summarize the findings to provide the CRT Team with timely feedback.

- 2) Surveys of persons served, family members, other health care providers, and other stakeholders

All of CONTRACTOR'S programs participate in state/county driven MHSIP twice annual (usually, Nov, May) survey cycles and put concerted effort at achieving good response rates, and at applying the data to QI. Residentially-based programs also run exit interviews/surveys with discharging clients and their family members, either on random sample or full sample bases, of any/all willing to participate. CONTRACTOR shall survey agency partners at least annually, and be available to others' constructive feedback and input at any time.

Overall, CONTRACTOR shall complete COUNTY mandated reporting, quarterly and annually. Desired components, formats, cycles and timelines will all be observed. Reports will highlight both successes and areas for improvement with related plans tracked through subsequent reporting cycles as needed until a QA/QI project is complete. This information is shared with staff, members, and other key stakeholders and shall be used to implement timely quality improvements

Crisis Residential Treatment Program
Central Stars Behavioral Health
Start Up/Ramp Up Budget- December 1, 2017 through April 30, 2018 (FY 2017-18)

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Administrator	0.25	\$14,514		\$14,514
0002	Clinical Supervisor	1.00		\$18,750	\$18,750
0003	Nurse Practitioner	1.00		\$9,013	\$9,013
0004	LVN/LPN	4.60		\$15,517	\$15,517
0005	Program Director	1.00		\$38,578	\$38,578
0006	Recovery Counselor	6.00		\$13,184	\$13,184
0007	Household Counselor	3.00		\$6,309	\$6,309
0008	MHS Therapist	1.50		\$6,116	\$6,116
0009	Clerk	1.00	\$9,360		\$9,360
0010	Peer Counselor	1.50		\$2,860	\$2,860
0011	Resource Specialist	1.00		\$2,678	\$2,678
0012	HR Manager	0.25	\$1,517		\$1,517
0013	QA Manager	0.25	\$1,387		\$1,387
0014	Training Coordinator	0.25	\$1,040		\$1,040
0015	Billing Clerk	0.25	\$1,560		\$1,560
		0.00			\$0
SALARY TOTAL		22.85	\$29,378	\$113,005	\$142,383
PAYROLL TAXES:					
0030	OASDI		\$1,821	\$7,006	\$8,828
0031	FICA/MEDICARE		\$426	\$1,639	\$2,065
0032	SUI		\$397	\$1,526	\$1,922
PAYROLL TAX TOTAL			\$2,644	\$10,170	\$12,814
EMPLOYEE BENEFITS:					
0040	Retirement		\$734	\$2,825	\$3,560
0041	Workers Compensation		\$881	\$3,390	\$4,271
0042	Health Insurance (medical, vision, life, dental)		\$3,525	\$13,561	\$17,086
EMPLOYEE BENEFITS TOTAL			\$5,141	\$19,776	\$24,917
SALARY & BENEFITS GRAND TOTAL					\$180,114
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$0
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$0
1013	Building Maintenance				\$3,500
1014	Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL					\$3,500

OPERATING EXPENSES:

1060	Telephone	\$4,160
1061	Answering Service	\$0
1062	Postage	\$100
1063	Printing/Reproduction	\$880
1064	Publications	\$200
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$4,944
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$3,350
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$1,500
1074	Staff Training/Registration	\$7,000
1075	Lodging	\$6,000
1076	Centralized Services -Program	\$10,611
OPERATING EXPENSES TOTAL		\$38,745

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$35,371
1084	Payroll Services	\$2,100
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$37,471

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
1093	Recruitment	\$3,900
1094	Nutritionist	\$2,500
1095	Linens	\$9,600
SPECIAL EXPENSES TOTAL		\$16,000

FIXED ASSETS:

1190	Computers & Software	\$74,784
1191	Furniture & Fixtures	\$50,000
1192	Other - (Identify)	\$30,000
1193	Other - (Identify)	\$5,000
FIXED ASSETS TOTAL		\$159,784

NON MEDI-CAL BOARD & CARE EXPENSES:(Do not include in M/Cal rate calculations)

2000	Household supplies	\$300
2001	Other - (Identify)	\$0
2002	Other - (Identify)	\$0
2003	Other - (Identify)	\$0
2004	Other - (Identify)	\$0
2005	Other - (Identify)	\$0
2006	Other - (Identify)	\$0
2007	Other - (Identify)	\$0
2008	Other - (Identify)	\$0
2009	Other - (Identify)	\$0
NON MEDI-CAL BOARD & CARE TOTAL		\$300
TOTAL PROGRAM EXPENSES		\$435,914

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	0	\$0.00	\$0
3100 Medication Support (Mode 15/SFC 60-69)	0	\$0.00	\$0
3200 Other (identify)	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals	0		\$0
Estimated % of Federal Financial Participation Reimbursement		0.00%	\$0
Estimated % of State Behavioral Health Realignment Reimbursement		0.00%	\$0
MEDI-CAL REVENUE TOTAL			\$0

OTHER REVENUE:

4000	Mental Health Realignment	\$435,914
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$435,914

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$435,914

Crisis Residential Treatment Program
Central Stars Behavioral Health
Operational Budget- May 1, 2018 through June 30, 2018 (FY 2017-18)

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
PERSONNEL SALARIES:				
0001	Administrator	0.25	\$5,330	\$5,330
0002	Clinical Supervisor	1.00		\$12,500
0003	Nurse Practitioner	1.00		\$18,027
0004	LVN/LPN	4.60		\$31,034
0005	Program Director	1.00		\$14,167
0006	Recovery Counselor	6.00		\$26,368
0007	Household Counselor	3.00		\$12,618
0008	MHS Therapist	1.50		\$12,231
0009	Clerk	1.00	\$6,240	\$6,240
0010	Peer Counselor	1.50		\$5,720
0011	Resource Specialist	1.00		\$5,356
0012	HR Manager	0.25	\$3,033	\$3,033
0013	QA Manager	0.25	\$2,773	\$2,773
0014	Training Coordinator	0.25	\$2,080	\$2,080
0015	Billing Clerk	0.25	\$3,120	\$3,120
SALARY TOTAL		22.10	\$22,576	\$138,021
PAYROLL TAXES:				
0030	OASDI		\$1,400	\$8,557
0031	FICA/MEDICARE		\$327	\$2,001
0032	SUI		\$531	\$3,243
PAYROLL TAX TOTAL			\$2,258	\$13,802
EMPLOYEE BENEFITS:				
0040	Retirement		\$564	\$3,451
0041	Workers Compensation		\$677	\$4,141
0042	Health Insurance (medical, vision, life, dental)		\$2,709	\$16,563
EMPLOYEE BENEFITS TOTAL			\$3,951	\$24,154
SALARY & BENEFITS GRAND TOTAL				\$204,761
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building			\$0
1011	Rent/Lease Equipment			\$0
1012	Utilities			\$9,667
1013	Building Maintenance			\$4,167
1014	Equipment purchase			\$0

1015	Janitorial	\$4,000
1016	Property taxes	\$200
FACILITY/EQUIPMENT TOTAL		\$18,034

OPERATING EXPENSES:

1060	Telephone	\$7,018
1061	Answering Service	\$0
1062	Postage	\$200
1063	Printing/Reproduction	\$880
1064	Publications	\$200
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$2,410
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$6,700
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$2,000
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$2,000
1075	Lodging	\$500
1076	Centralized services Program	\$8,472
1077	Minor equipment	\$3,487
OPERATING EXPENSES TOTAL		\$33,867

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$1,200
1082	Liability Insurance	\$1,650
1083	Administrative Overhead	\$42,355
1084	Payroll Services	\$2,800
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$48,005

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$200
1092	Medication Supports	\$0
1093	Purchased Professional fees	\$2,195
1094	Psychiatrist	\$15,253
SPECIAL EXPENSES TOTAL		\$17,648

FIXED ASSETS:

1190	Computers & Software	\$0
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1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

NON MEDI-CAL BOARD & CARE EXPENSES:(Do not include in M/Cal rate calculations)

2000	Household Supplies	\$400
2001	Food	\$9,667
2002	Program Supplies - Therapeutic	\$900
2003	Client Support	\$6,000
2004	Other - (Identify)	\$0
2005	Other - (Identify)	\$0
2006	Other - (Identify)	\$0
2007	Other - (Identify)	\$0
2008	Other - (Identify)	\$0
2009	Other - (Identify)	\$0
NON MEDI-CAL BOARD & CARE TOTAL		\$16,967

TOTAL PROGRAM EXPENSES \$339,282

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Adult Crisis Residential (Mode 05/SFC 40-49)	915	\$352.44	\$322,483
3100	Medication Support (Mode 15/SFC 60-69)	3,200	\$5.25	\$16,800
3200	Other (identify)	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals		4,115		\$339,283
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$169,641
Estimated % of State Behavioral Health Realignment Reimbursement			40.00%	\$135,713
MEDI-CAL REVENUE TOTAL				\$305,354

OTHER REVENUE:

4000	Out of county	\$16,964
4100	Private insurance	\$16,964
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$33,928

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0

TOTAL PROGRAM REVENUE \$339,282

Crisis Residential Treatment Program
Central Stars Behavioral Health
Budget- July 1, 2018 through June 30, 2019 (12 months)

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Administrator	0.25	\$32,460		\$32,460
0002	Clinical Supervisor	1.00		\$76,125	\$76,125
0003	Nurse Practitioner	1.00		\$109,782	\$109,782
0004	LVN/LPN	4.60		\$188,996	\$188,996
0005	Program Director	1.00		\$86,275	\$86,275
0006	Recovery Counselor	6.00		\$160,581	\$160,581
0007	Household Counselor	3.00		\$76,841	\$76,841
0008	MHS Therapist	1.50		\$74,488	\$74,488
0009	Clerk	1.00	\$38,002		\$38,002
0010	Peer Counselor	1.50		\$34,835	\$34,835
0011	Resource Specialist	1.00		\$32,618	\$32,618
0012	HR Manager	0.25	\$18,473		\$18,473
0013	QA Manager	0.25	\$16,890		\$16,890
0014	Training Coordinator	0.25	\$12,667		\$12,667
0015	Billing Clerk	0.25	\$19,001		\$19,001
SALARY TOTAL		22.85	\$137,493	\$840,541	\$978,034
PAYROLL TAXES:					
0030	OASDI		\$8,525	\$52,114	\$60,638
0031	FICA/MEDICARE		\$1,994	\$12,188	\$14,181
0032	SUI		\$3,231	\$19,753	\$22,984
PAYROLL TAX TOTAL			\$13,749	\$84,054	\$97,803
EMPLOYEE BENEFITS:					
0040	Retirement		3,437	21,014	\$24,451
0041	Workers Compensation		4,125	25,216	\$29,341
0042	Health Insurance (medical, vision, life, dental)		16,499	100,865	\$117,364
EMPLOYEE BENEFITS TOTAL			\$24,061	\$147,095	\$171,156
SALARY & BENEFITS GRAND TOTAL					\$1,246,993
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$0
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$58,000
1013	Building Maintenance				\$25,000
1014	Equipment purchase				\$0

1015	Janitorial	\$24,000
1016	Property taxes	\$1,200
FACILITY/EQUIPMENT TOTAL		\$108,200

OPERATING EXPENSES:

1060	Telephone	\$28,328
1061	Answering Service	\$0
1062	Postage	\$1,200
1063	Printing/Reproduction	\$5,280
1064	Publications	\$1,200
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$14,460
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$40,200
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$12,232
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$12,000
1075	Lodging	\$0
1076	Licenses	\$2,084
1077	Computers and software	\$39,545
1078	Minor equipment	\$3,000
OPERATING EXPENSES TOTAL		\$159,529

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$7,200
1082	Liability Insurance	\$9,900
1083	Administrative Overhead	\$171,987
1084	Payroll Services	\$16,800
1085	Professional Liability Insurance	\$0
1086	Centralized fiscal services .05	\$85,994
FINANCIAL SERVICES TOTAL		\$291,881

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$1,200
1092	Laundry service	\$360
1093	Medical Waste Disposal	\$7,200
1094	Nutritionist Services	\$3,840
1095	Recruitment	\$1,770

1096	Psychiatrist	\$91,520
1097	Centralized services - Program	\$51,596
SPECIAL EXPENSES TOTAL		\$157,486

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

NON MEDI-CAL BOARD & CARE EXPENSES:(Do not include in M/Cal rate calculations)

2000	Household Supplies	\$2,400
2001	Food	\$57,719
2002	Program Supplies - Therapeutic	\$5,400
2003	Client Support	\$36,000
2004	Other - (Identify)	\$0
NON MEDI-CAL BOARD & CARE TOTAL		\$101,519

TOTAL PROGRAM EXPENSES \$2,065,608

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	5,475	\$358.87	\$1,964,813
3100 Medication Support (Mode 15/SFC 60-69)	19,200	\$5.25	\$100,800
3200 Other (identify)	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals			\$2,065,613
Estimated % of Federal Financial Participation Reimbursement		50.00%	\$1,032,807
Estimated % of State Behavioral Health Realignment Reimbursement		40.00%	\$826,245
MEDI-CAL REVENUE TOTAL			\$1,859,052

OTHER REVENUE:

4000	Out of county revenue	\$103,278
4100	Private insurance revenue	\$103,278
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$206,556

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0

TOTAL PROGRAM REVENUE \$2,065,608

Crisis Residential Treatment Program
Central Stars Behavioral Health
Budget- July 1, 2019 through June 30, 2020 (12 months)

Budget Categories - Line Item Description (Must be itemized)		Total Proposed Budget		
		FTE %	Admin.	Direct
				Total
PERSONNEL SALARIES:				
0001	Administrator	0.25	\$33,433	\$33,433
0002	Clinical Supervisor	1.00		\$78,409
0003	Nurse Practitioner	1.00		\$113,076
0004	LVN/LPN	4.60		\$194,666
0005	Program Director	1.00		\$88,863
0006	Recovery Counselor	6.00		\$165,399
0007	Household Counselor	3.00		\$79,146
0008	MHS Therapist	1.50		\$76,723
0009	Clerk	1.00	\$39,142	\$0
0010	Peer Counselor	1.50		\$35,880
0011	Resource Specialist	1.00		\$33,597
0012	HR Manager	0.25	\$19,027	
0013	QA Manager	0.25	\$17,396	
0014	Training Coordinator	0.25	\$13,047	
0015	Billing Clerk	0.50	\$19,571	
SALARY TOTAL		23.10	\$141,616	\$865,759
PAYROLL TAXES:				
0030	OASDI		\$8,780	\$53,677
0031	FICA/MEDICARE		\$2,053	\$12,554
0032	SUI		\$3,328	\$20,345
PAYROLL TAX TOTAL			\$14,162	\$86,576
EMPLOYEE BENEFITS:				
0040	Retirement		3,540	21,644
0041	Workers Compensation		4,248	25,973
0042	Health Insurance (medical, vision, life, dental)		16,994	103,891
EMPLOYEE BENEFITS TOTAL			\$24,783	\$151,508
SALARY & BENEFITS GRAND TOTAL				\$1,284,403
FACILITIES/EQUIPMENT EXPENSES:				
1010	Rent/Lease Building			\$0
1011	Rent/Lease Equipment			\$0
1012	Utilities			\$58,000
1013	Building Maintenance			\$25,000
1014	Equipment purchase			

1015	Janitorial	\$24,480
1016	Property taxes	\$1,200
FACILITY/EQUIPMENT TOTAL		\$108,680

OPERATING EXPENSES:

1060	Telephone	\$28,894
1061	Answering Service	\$0
1062	Postage	\$1,236
1063	Printing/Reproduction	\$5,386
1064	Publications	\$1,200
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$14,749
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$41,004
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$12,599
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$12,000
1075	Lodging	\$0
1076	Licenses	\$2,147
1077	Computer & software	\$40,276
1078	Minor equipment	\$3,000
OPERATING EXPENSES TOTAL		\$162,491

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$7,200
1082	Liability Insurance	\$10,296
1083	Administrative Overhead	\$176,644
1084	Payroll Services	\$17,136
1085	Professional Liability Insurance	\$0
1086	Centralized fiscal services .05	\$88,322
FINANCIAL SERVICES TOTAL		\$299,598

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$1,236
1092	Laundry service	\$370
1093	Medical Waste Disposal	\$7,416
1094	Nutritionist Services	\$3,840
1095	Recruitment	\$1,770

1096	Psychiatrist	\$93,600
1097	Centralized services - Program	\$52,992
SPECIAL EXPENSES TOTAL		\$161,224

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

NON MEDI-CAL BOARD & CARE EXPENSES:(Do not include in M/Cal rate calculations)

2000	Household Supplies	\$2,448
2001	Food	\$59,450
2002	Program Supplies - Therapeutic	\$5,508
2003	Client Support	\$37,651
2004	Other - (Identify)	\$0
NON MEDI-CAL BOARD & CARE TOTAL		\$105,057

TOTAL PROGRAM EXPENSES \$2,121,453

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	5,475	\$368.49	\$2,017,482
3100 Medication Support (Mode 15/SFC 60-69)	19,200	\$5.42	\$104,064
3200 Other (identify)	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals			\$2,121,546
Estimated % of Federal Financial Participation Reimbursement		50.00%	\$1,060,773
Estimated % of State Behavioral Health Realignment Reimbursement		40.00%	\$848,618
MEDI-CAL REVENUE TOTAL			\$1,909,391

OTHER REVENUE:

4000	Other - (Identify)	\$106,031
4100	Other - (Identify)	\$106,031
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$212,062

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0

TOTAL PROGRAM REVENUE \$2,121,453

Crisis Residential Treatment Program
Central Stars Behavioral Health
Budget- July 1, 2020 through June 30, 2021 (12 months)

Budget Categories - Line Item Description (Must be itemized)		FTE %	Total Proposed Budget		
			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Administrator	0.25	\$34,436		\$34,436
0002	Clinical Supervisor	1.00		\$80,761	\$80,761
0003	Nurse Practitioner	1.00		\$116,468	\$116,468
0004	LVN/LPN	4.60		\$200,506	\$200,506
0005	Program Director	1.00		\$91,529	\$91,529
0006	Recovery Counselor	6.00		\$170,361	\$170,361
0007	Household Counselor	3.00		\$81,520	\$81,520
0008	MHS Therapist	1.50		\$79,025	\$79,025
0009	Clerk	1.00	\$40,316		\$40,316
0010	Peer Counselor	1.50		\$36,956	\$36,956
0011	Resource Specialist	1.00		\$34,604	\$34,604
0012	HR Manager	0.25	\$19,598		\$19,598
0013	QA Manager	0.25	\$17,918		\$17,918
0014	Training Coordinator	0.25	\$13,439		\$13,439
0015	Billing Clerk	0.50	\$20,158		\$20,158
SALARY TOTAL		23.10	\$145,865	\$891,730	\$1,037,595
PAYROLL TAXES:					
0030	OASDI		\$9,044	\$55,287	\$64,331
0031	FICA/MEDICARE		\$2,115	\$12,930	\$15,045
0032	SUI		\$3,428	\$20,956	\$24,383
PAYROLL TAX TOTAL			\$14,587	\$89,173	\$103,760
EMPLOYEE BENEFITS:					
0040	Retirement		3,647	22,293	\$25,940
0041	Workers Compensation		4,376	26,752	\$31,128
0042	Health Insurance (medical, vision, life, dental)		17,504	107,008	\$124,511
EMPLOYEE BENEFITS TOTAL			\$25,526	\$156,053	\$181,579
SALARY & BENEFITS GRAND TOTAL					\$1,322,934
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$0
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$58,000
1013	Building Maintenance				\$25,000
1014	Equipment purchase				
1015	Janitorial				\$24,970

1016	Property taxes	\$1,236
FACILITY/EQUIPMENT TOTAL		\$109,206

OPERATING EXPENSES:

1060	Telephone	\$29,446
1061	Answering Service	\$0
1062	Postage	\$1,260
1063	Printing/Reproduction	\$5,494
1064	Publications	\$1,224
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$15,044
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$42,234
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$12,600
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$12,240
1075	Lodging	\$0
1076	Licenses	\$2,189
1077	Computer & software	\$41,135
1078	Minor equipment	\$3,060
OPERATING EXPENSES TOTAL		\$165,926

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$7,344
1082	Liability Insurance	\$10,604
1083	Administrative Overhead	\$181,094
1084	Payroll Services	\$17,136
1085	Professional Liability Insurance	\$0
1086	Centralized fiscal services .05	\$90,547
FINANCIAL SERVICES TOTAL		\$306,725

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$1,260
1092	Laundry service	\$378
1093	Medical Waste Disposal	\$7,564
1094	Nutritionist Services	\$3,918
1095	Recruitment	\$1,824
1096	Psychiatrist	\$93,600
1097	Centralized services - Program	\$54,328

SPECIAL EXPENSES TOTAL	\$162,872
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FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

NON MEDI-CAL BOARD & CARE EXPENSES:(Do not include in M/Cal rate calculations)

2000	Household Supplies	\$2,496
2001	Food	\$61,234
2002	Program Supplies - Therapeutic	\$5,674
2003	Client Support	\$37,822
2004	Other - (Identify)	\$0
NON MEDI-CAL BOARD & CARE TOTAL		\$107,226

TOTAL PROGRAM EXPENSES \$2,174,889

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Adult Crisis Residential (Mode 05/SFC 40-49)	5,475	\$377.95	\$2,069,276
3100	Medication Support (Mode 15/SFC 60-69)	19,200	\$5.50	\$105,600
3200	Other (identify)	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals		24,675		\$2,174,876
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$1,087,438
Estimated % of State Behavioral Health Realignment Reimbursement			40.00%	\$869,951
MEDI-CAL REVENUE TOTAL				\$1,957,389

OTHER REVENUE:

4000	Other - (Identify)	\$108,750
4100	Other - (Identify)	\$108,750
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$217,500

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0

TOTAL PROGRAM REVENUE \$2,174,889

**Crisis Residential Treatment Program
Central Stars Behavioral Health
Budget- July 1, 2021 through June 30, 2022**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Administrator	0.25	\$35,470		\$35,470
0002	Clinical Supervisor	1.00		\$83,184	\$83,184
0003	Nurse Practitioner	1.00		\$119,962	\$119,962
0004	LVN/LPN	4.60		\$206,522	\$206,522
0005	Program Director	1.00		\$94,275	\$94,275
0006	Recovery Counselor	6.00		\$175,471	\$175,471
0007	Household Counselor	3.00		\$83,966	\$83,966
0008	MHS Therapist	1.50		\$81,395	\$81,395
0009	Clerk	1.00	\$41,525		\$41,525
0010	Peer Counselor	1.50		\$38,065	\$38,065
0011	Resource Specialist	1.00		\$35,643	\$35,643
0012	HR Manager	0.25	\$20,185		\$20,185
0013	QA Manager	0.25	\$18,456		\$18,456
0014	Training Coordinator	0.25	\$13,842		\$13,842
0015	Billing Clerk	0.50	\$20,763		\$20,763
SALARY TOTAL		23.10	\$150,241	\$918,483	\$1,068,724
PAYROLL TAXES:					
0030	OASDI		\$9,315	\$56,946	\$66,261
0031	FICA/MEDICARE		\$2,178	\$13,318	\$15,496
0032	SUI		\$3,531	\$21,584	\$25,115
PAYROLL TAX TOTAL			\$15,024	\$91,848	\$106,872
EMPLOYEE BENEFITS:					
0040	Retirement		3,756	22,962	\$26,718
0041	Workers Compensation		4,507	27,554	\$32,062
0042	Health Insurance (medical, vision, life, dental)		18,029	110,218	\$128,247
EMPLOYEE BENEFITS TOTAL			\$26,292	\$160,735	\$187,027
SALARY & BENEFITS GRAND TOTAL					\$1,362,623
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$0
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$58,000
1013	Building Maintenance				\$25,000
1014	Equipment purchase				
1015	Janitorial				\$25,469

1016	Property taxes	\$1,261
FACILITY/EQUIPMENT TOTAL		\$109,730

OPERATING EXPENSES:

1060	Telephone	\$30,035
1061	Answering Service	\$0
1062	Postage	\$1,286
1063	Printing/Reproduction	\$5,603
1064	Publications	\$1,248
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$15,345
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$43,501
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$12,851
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$12,607
1075	Lodging	\$0
1076	Licenses	\$2,233
1077	Computer & software	\$42,226
1078	Minor equipment	\$3,152
OPERATING EXPENSES TOTAL		\$170,087

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$7,491
1082	Liability Insurance	\$11,029
1083	Administrative Overhead	\$186,095
1084	Payroll Services	\$17,479
1085	Professional Liability Insurance	\$0
1086	Centralized fiscal services .05	\$93,047
FINANCIAL SERVICES TOTAL		\$315,141

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$1,299
1092	Laundry service	\$386
1093	Medical Waste Disposal	\$7,791
1094	Nutritionist Services	\$4,034
1095	Recruitment	\$1,878
1096	Psychiatrist	\$95,680
1097	Centralized services - Program	\$55,818

SPECIAL EXPENSES TOTAL	\$166,886
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FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

NON MEDI-CAL BOARD & CARE EXPENSES:(Do not include in M/Cal rate calculations)

2000	Household Supplies	\$2,547
2001	Food	\$63,071
2002	Program Supplies - Therapeutic	\$5,843
2003	Client Support	\$38,967
2004	Other - (Identify)	\$0
NON MEDI-CAL BOARD & CARE TOTAL		\$110,428

TOTAL PROGRAM EXPENSES \$2,234,895

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Adult Crisis Residential (Mode 05/SFC 40-49)	5,475	\$388.91	\$2,129,283
3100	Medication Support (Mode 15/SFC 60-69)	19,200	\$5.50	\$105,600
3200	Other (identify)	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals		24,675		\$2,234,883
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$1,117,442
Estimated % of State Behavioral Health Realignment Reimbursement			40.00%	\$893,953
MEDI-CAL REVENUE TOTAL				\$2,011,395

OTHER REVENUE:

4000	Other - (Identify)	\$111,750
4100	Other - (Identify)	\$111,750
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$223,500

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0

TOTAL PROGRAM REVENUE \$2,234,895

**Crisis Residential Treatment Program
Central Stars Behavioral Health
Budget- July 1, 2022 through June 30, 2023**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Administrator	0.25	\$36,534		\$36,534
0002 Clinical Supervisor	1.00		\$85,679	\$85,679
0003 Nurse Practitioner	1.00		\$123,561	\$123,561
0004 LVN/LPN	4.60		\$212,717	\$212,717
0005 Program Director	1.00		\$97,103	\$97,103
0006 Recovery Counselor	6.00		\$180,735	\$180,735
0007 Household Counselor	3.00		\$86,485	\$86,485
0008 MHS Therapist	1.50		\$83,837	\$83,837
0009 Clerk	1.00	\$42,771		\$42,771
0010 Peer Counselor	1.50		\$39,207	\$39,207
0011 Resource Specialist	1.00		\$36,712	\$36,712
0012 HR Manager	0.25	\$20,792		\$20,792
0013 QA Manager	0.25	\$19,009		\$19,009
0014 Training Coordinator	0.25	\$14,257		\$14,257
0015 Billing Clerk	0.50	\$21,386		\$21,386
SALARY TOTAL	23.10	\$154,749	\$946,036	\$1,100,785
PAYROLL TAXES:				
0030 OASDI		\$9,594	\$58,654	\$68,249
0031 FICA/MEDICARE		\$2,244	\$13,718	\$15,961
0032 SUI		\$3,637	\$22,232	\$25,868
PAYROLL TAX TOTAL		\$15,475	\$94,604	\$110,079
EMPLOYEE BENEFITS:				
0040 Retirement		3,869	23,651	\$27,520
0041 Workers Compensation		4,642	28,381	\$33,024
0042 Health Insurance (medical, vision, life, dental)		18,570	113,524	\$132,094
EMPLOYEE BENEFITS TOTAL		\$27,081	\$165,556	\$192,637
SALARY & BENEFITS GRAND TOTAL				\$1,403,501
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$0
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$58,000
1013 Building Maintenance				\$25,000
1014 Equipment purchase				
1015 Janitorial				\$26,233

1016	Property taxes	\$1,299
FACILITY/EQUIPMENT TOTAL		\$110,532

OPERATING EXPENSES:

1060	Telephone	\$30,649
1061	Answering Service	\$0
1062	Postage	\$1,286
1063	Printing/Reproduction	\$5,715
1064	Publications	\$1,273
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$15,652
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$44,371
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$13,238
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$12,859
1075	Lodging	\$0
1076	Licenses	\$2,278
1077	Computer & software	\$43,046
1078	Minor equipment	\$3,215
OPERATING EXPENSES TOTAL		\$173,582

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$7,641
1082	Liability Insurance	\$11,360
1083	Administrative Overhead	\$191,153
1084	Payroll Services	\$17,828
1085	Professional Liability Insurance	\$0
1086	Centralized fiscal services .05	\$95,577
FINANCIAL SERVICES TOTAL		\$323,559

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$1,337
1092	Laundry service	\$393
1093	Medical Waste Disposal	\$8,025
1094	Nutritionist Services	\$4,115
1095	Recruitment	\$1,935
1096	Psychiatrist	\$97,760

1097	Centralized services - Program	\$57,344
SPECIAL EXPENSES TOTAL		\$170,909

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

NON MEDI-CAL BOARD & CARE EXPENSES:(Do not include in M/Cal rate calculations)

2000	Household Supplies	\$2,598
2001	Food	\$64,963
2002	Program Supplies - Therapeutic	\$5,960
2003	Client Support	\$39,735
2004	Other - (Identify)	\$0
NON MEDI-CAL BOARD & CARE TOTAL		\$113,256

TOTAL PROGRAM EXPENSES \$2,295,339

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Adult Crisis Residential (Mode 05/SFC 40-49)	5,475	\$399.43	\$2,186,879
3100	Medication Support (Mode 15/SFC 60-69)	19,200	\$5.65	\$108,480
3200	Other (identify)	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Medi-Cal Billing Totals		24,675		\$2,295,359
Estimated % of Federal Financial Participation Reimbursement			50.00%	\$1,147,680
Estimated % of State Behavioral Health Realignment Reimbursement			40.00%	\$918,144
MEDI-CAL REVENUE TOTAL				\$2,065,823

OTHER REVENUE:

4000	Other - (Identify)	\$114,758
4100	Other - (Identify)	\$114,758
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$229,516

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0

TOTAL PROGRAM REVENUE \$2,295,339

Electronic Health Record Software Charges

CONTRACTOR(S) understand that COUNTY utilizes NetSmart's Avatar for its Electronic Health Records Management. CONTRACTOR(S) agree to reimburse COUNTY for all user license fees for accessing NetSmart's Avatar, as set forth below.

Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
	Fee Per User/License				
NetSmart Avatar Monthly Hosting Service (per named user per month)	\$ 37.00	\$ 37.00	\$ 37.00	\$ 37.00	\$ 37.00
NetSmart Avatar Annual Maintenance/License* (per named license per year)	\$ 168.00	\$ 173.04	\$ 178.23	\$ 183.58	\$ 189.09
OrderConnect License¹ (per named license per year)	\$ 1,278.00	\$ 1,278.00	\$ 1,278.00	\$ 1,278.00	\$ 1,278.00
Reaching Recovery (per named user per year)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

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

*Annual Maintenance increases by 3% each FY on July 1st.

¹Includes 100 faxed pages per month. An additional fee of \$0.20 per faxed page will apply thereafter.

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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ **Psychiatrist** ☐ **Psychologist** ☐ **LCSW** ☐ **LMFT**

Signature : _____ **Date :** ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ **Psychiatrist** ☐ **Psychologist** ☐ **LCSW** ☐ **LMFT**

☐ **Other:** _____

Job Title (if different from Discipline): _____

Signature: _____ **Date:** ____/____/____

Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client plans will:

- have specific observable and/or specific quantifiable goals
- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by:
 - the person providing the service(s), or
 - a person representing a team or program providing services, or
 - a person representing the MHP providing services
 - when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
 - a physician
 - a licensed/ “waivered” psychologist
 - a licensed/ “associate” social worker
 - a licensed/ registered/marriage and family therapist or
 - a registered nurse
- In addition,
 - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client’s participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client’s participation and agreement in the body of the plan, client signature on the plan, or a description of the client’s participation and agreement in progress notes.
 - client signature on the plan will be used as the means by which the CONTRACTOR(S) documents the participation of the client
 - when the client’s signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
- The CONTRACTOR(S) will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person’s professional degree, licensure or job title; and the relevant identification number, if applicable

- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

Progress notes shall be documented at the frequency by type of service indicated below:

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

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

D. Nepotism

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

5. **PATIENTS' RIGHTS**

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

FRESNO COUNTY MENTAL HEALTH PLAN
GRIEVANCES AND INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes this form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:
DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____

List key people involved. (witnesses, visitors, physicians, employees)

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* ☐ *inconsequential* ☐ *consequential* ☐ *death* ☐ *not applicable* ☐ *unknown* ☐

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional of other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

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

Fresno County Mental Health Plan

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern. The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☐ Corporation
 ☐ Unincorporated Associations ☐ Other (specify) _____

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

YES NO

IV. A. Has there been a change in ownership or control within the last year? ☐ ☐
If yes, give date. _____

B. Do you anticipate any change of ownership or control within the year?..... ☐ ☐
If yes, when? _____

C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☐
If yes, when? _____

V. Is the facility operated by a management company or leased in whole or part by another organization?..... ☐ ☐
If yes, give date of change in operations. _____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... ☐ ☐

VII. A. Is this facility chain affiliated? ☐ ☐
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) (d) 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:	