

**AGREEMENT**

THIS AGREEMENT is made and entered into this 7th day of January, 2020, by and between the **COUNTY OF FRESNO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **MENTAL HEALTH SYSTEMS, INC.**, a private, Non-profit, 501 (c) (3), Corporation, whose address is 9465 Farnham Street, San Diego, California 92123, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency to operate a recovery-oriented program for Co-Occurring Disorders Program Full Service Partnership Services for adults and older adults with active co-occurring disorders and symptoms (severe mental illness and substance use disorders); and

WHEREAS, COUNTY, through its Department of Behavioral Health (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 operate said Co-Occurring Disorders Program 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 the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities as specified in COUNTY's Request for Proposal (RFP) No. 20-014 dated September 20, 2019, Addendum No. One (1) to COUNTY's RFP No. 20-014 dated October 4, 2019, collectively referred to herein as COUNTY's Revised RFP, and CONTRACTOR's response to said Revised RFP dated October 16, 2019; all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including all Exhibits; (2) to the Revised RFP; (3) to the CONTRACTOR's Response to the Revised RFP. A copy of COUNTY's Revised RFP No. 20-014 and

1 CONTRACTOR's response thereto shall be retained and made available during the term of this  
2 Agreement by COUNTY's DBH Contracts Division.

3 C. CONTRACTOR shall perform all services defined in Exhibit A in accordance with  
4 Exhibit C "Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein  
5 and made part of this Agreement.

6 D. It is acknowledged by all parties hereto that COUNTY's DBH shall monitor the  
7 services provided by CONTRACTOR, in accordance with Section Fourteen (14) of this Agreement.

8 C. CONTRACTOR shall participate in periodic workgroup meetings consisting of staff  
9 from COUNTY's DBH to discuss service requirements, data reporting, outcomes measurement, training,  
10 policies and procedures, overall program operations, and any problems or foreseeable problems that may  
11 arise.

12 D. Any change to CONTRACTOR's location of the service site may be made only  
13 upon sixty (60) days advance written notification to COUNTY's DBH Director and upon written approval  
14 from the COUNTY's DBH Director or his/her designee.

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

19 F. CONTRACTOR agrees that prior to providing services under the terms and  
20 conditions of this Agreement, it shall have appropriate staff hired and in place for program services and  
21 operations or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate  
22 this Agreement in accordance with Section Three (3) of this Agreement. The parties acknowledge that  
23 CONTRACTOR will be performing hiring, training, and credentialing of staff, and COUNTY will be  
24 performing additional staff credentialing to ensure compliance with State and Federal regulations.

25 G. It is mutually agreed by all parties to this Agreement, that the program funded  
26 under this Agreement shall be identified and subsequently named/branded through the review and  
27 approval of the Director, COUNTY DBH or designee. All print or media materials, including program  
28 branding and program references shall be reviewed and approved by the COUNTY'S DBH Director, or

designee. The program funded under this Agreement shall be identified as a "County of Fresno, Department of Behavioral Health funded program", and operated by the CONTRACTOR under the terms and conditions of this Agreement.

## **2. TERM**

The term of this Agreement shall be for a period of two (2) years and six (months) commencing January 1, 2020 through and including June 30, 2022.

This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties not later than sixty (60) days prior to the first day of the next twelve (12) month extension period. The COUNTY's DBH Director or designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

## **3. TERMINATION**

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

B. Breach of Contract – COUNTY may immediately suspend or terminate this 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 the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of the 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 sixty (60) days advance written notice of an intention to terminate.

D. CONTRACTOR may terminate this Agreement. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of intent to terminate (with allowance for appropriate clinical transition of clients prior to termination of services), transmitted by CONTRACTOR to COUNTY by Certified or Registered U.S. Mail, Return Receipt Requested, addressed to the office of COUNTY as follows:

Director (or designee)  
Department of Behavioral Health  
3133 N. Millbrook  
Fresno, CA 93703

#### **4. COMPENSATION**

The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the following six (6) month period, (January 1, 2020 through June 30, 2020) shall not exceed One Million Three Hundred Seventy Thousand One Hundred Thirty-Three and No/100 Dollars (\$1,370,133.00). This is comprised of the following funding streams: Five Hundred Forty-Six Thousand Nine Hundred Sixty-one and No/100 Dollars (\$546,961.00) in Medi-Cal Federal Financial Participation (FFP), Fifty Thousand and No/100 Dollars (\$50,000.00) in client rents, One Thousand Six Hundred Fourteen and No/100 Dollars (\$1,614.00) in client insurance, and Seven Hundred Seventy-One Thousand Five Hundred Fifty-Eight and No/100 Dollars (\$771,558.00) in Local Mental Health Services Act (MHSA) funds to offset CONTRACTOR's program costs as set forth in the Budget – Exhibit B, attached hereto and by this reference incorporated herein and made part of this Agreement.

The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the following twelve (12) month period, (July 1, 2020 through June 30, 2021) shall not exceed Two Million Seven Hundred Fourteen Thousand Eight Hundred Twenty-Four and No/100 Dollars (\$2,714,824.00). This is comprised of the following funding streams: One Million Seventy-Five Thousand Eight Hundred Twelve and No/100 Dollars (\$1,075,812.00) in Medi-Cal Federal Financial

1 Participation (FFP), One Hundred Thousand and No/100 Dollars (\$100,000.00) in client rents, One  
2 Thousand Six Hundred Fourteen and No/100 Dollars (\$1,614.00) in client insurance, and One Million  
3 Five Hundred Thirty-Seven Thousand Three Hundred Ninety-Eight and No/100 Dollars (\$1,537,398) in  
4 Local Mental Health Services Act (MHSA) funds to offset CONTRACTOR's program costs as set forth  
5 in the Budget – Exhibit B, attached hereto and by this reference incorporated herein and made part of  
6 this Agreement.

7           The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement  
8 for the following twelve (12) month period, (July 1, 2021 through June 30, 2022) shall not exceed Two  
9 Million Seven Hundred Eleven Thousand Nine Hundred Fifty-Three and No/100 Dollars  
10 (\$2,711,953.00). This is comprised of the following funding streams: One Million Seventy-Tree  
11 Thousand Six Hundred Thirty-One and No/100 Dollars (\$1,073,631.00) in Medi-Cal Federal Financial  
12 Participation (FFP), One Hundred Thousand and No/100 Dollars (\$100,000.00) in client rents, One  
13 Thousand Six Hundred Fourteen and No/100 Dollars (\$1,614.00) in client insurance, and One Million  
14 Five Hundred Thirty-Six Thousand Seven Hundred Nine and No/100 Dollars (\$1,536,709.00) in Local  
15 Mental Health Services Act (MHSA) funds to offset CONTRACTOR's program costs as set forth in the  
16 Budget – Exhibit B, attached hereto and by this reference incorporated herein and made part of this  
17 Agreement.

18           The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement  
19 for the following twelve (12) month period, (July 1, 2022 through June 30, 2023) shall not exceed Two  
20 Million Seven Hundred Fifty-Eight Thousand Forty-Four and No/100 Dollars (\$2,758,044.00). This is  
21 comprised of the following funding streams: One Million One Hundred Eight Thousand Six Hundred  
22 Fifty-Nine and No/100 Dollars (\$1,108,659.00) in Medi-Cal Federal Financial Participation  
23 (FFP), One Hundred Thousand and No/100 Dollars (\$100,000.00) in client rents, One Thousand Six  
24 Hundred Fourteen and No/100 Dollars (\$1,614.00) in client insurance, and One Million Five Hundred  
25 Forty-Seven Thousand Seven Hundred Seventy-One and No/100 Dollars (\$1,547,771) in Local Mental  
26 Health Services Act (MHSA) funds to offset CONTRACTOR's program costs as set forth in the Budget  
27 – Exhibit B, attached hereto and by this reference incorporated herein and made part of this Agreement.

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2           The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement  
3 for the following twelve (12) month period, (July 1, 2023 through June 30, 2024) shall not exceed Two  
4 Million Eight Hundred Thousand Four Hundred Nine and No/100 Dollars (\$2,800,409.00). This is  
5 comprised of the following funding streams: One Million One Hundred Forty Thousand Eight Hundred  
6 Fifty-Six No/100 Dollars (\$1,140,856.00) in Medi-Cal Federal Financial Participation (FFP), One  
7 Hundred Thousand and No/100 Dollars (\$100,000.00) in client rents, One Thousand Six Hundred  
8 Fourteen and No/100 Dollars (\$1,614.00) in client insurance, and One Million Five Hundred Fifty-Seven  
9 Thousand Nine Hundred Thirty-Eight and No/100 Dollars (\$1,557,938.00) in Local Mental Health  
10 Services Act (MHSA) funds to offset CONTRACTOR's program costs as set forth in the Budget –  
11 Exhibit B, attached hereto and by this reference incorporated herein and made part of this Agreement.

12           In no event shall the total maximum compensation amount under this Agreement for FY  
13 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24 combined exceed Twelve Million  
14 Three Hundred Fifty-Five Thousand Three Hundred Sixty-Three (\$12,355,363.00).

15           A.     It is understood by COUNTY and CONTRACTOR that any Medi-Cal FFP, client  
16 rent reimbursement, and client insurance reimbursement above the amounts stated herein will be used  
17 to directly offset the COUNTY's contribution of MHSA funds as identified in Exhibit B, and may be used  
18 to expand program services to clients and/or increase client program capacity with the written approval  
19 of the COUNTY's DBH Director. CONTRACTOR shall submit a written request to the COUNTY's DBH  
20 Director for such approval. The offset of funds will also be clearly identified in monthly invoices received  
21 from CONTRACTOR as further described in Section Five (5) of this Agreement.

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

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

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

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

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

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

18 G. The services provided by CONTRACTOR under this Agreement are funded in  
19 whole or in part by the State of California. In the event that funding for these services is delayed by the  
20 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment  
21 shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of  
22 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of  
23 payment to COUNTY plus forty-five (45) days.

24 H. CONTRACTOR shall be held financially liable for any and all future  
25 disallowances/audit exceptions due to CONTRACTOR deficiency discovered through the State audit  
26 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the  
27 disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be  
28 withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement

for any units of services rendered that are disallowed or denied by the COUNTY's DBH utilization review process or through the State Department of Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients. Notwithstanding the above, COUNTY must notify CONTRACTOR prior to any State audit process and/or COUNTY utilization review. To the extent allowable by law, CONTRACTOR shall have the right to be present during each phase of any State audit process and/or COUNTY utilization review and shall be provided all documentation related to each phase of any State audit process and/or COUNTY utilization review. Additionally, prior to any disallowances/audit exceptions becoming final, CONTRACTOR shall be given at least 10 business days to respond to such proposed disallowances/audit exceptions.

I. It is understood by CONTRACTOR and COUNTY that this Agreement is funded with mental health and substance use disorder funds to serve adults and older adults, many of whom have mental health and co-occurring substance use disorders. It is further understood by CONTRACTOR and COUNTY that funds shall be used to support appropriately integrated and documented treatment services for co-occurring mental health and substance use disorders.

## **5. INVOICING**

A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) day of each month for actual expenses incurred during the prior month electronically to: 1) [dbhinvoicereview@fresnocountyca.gov](mailto:dbhinvoicereview@fresnocountyca.gov), 2) [dbh-invoices@fresnocountyca.gov](mailto:dbh-invoices@fresnocountyca.gov); and 3) [dbhcontractedservicesdivision@fresnocountyca.gov](mailto:dbhcontractedservicesdivision@fresnocountyca.gov) with a copy to the assigned COUNTY DBH Staff Analyst. After CONTRACTOR renders service to referred clients, CONTRACTOR shall invoice COUNTY for payment, certify the expenditure, and submit electronic claiming data into COUNTY's electronic information system for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. Invoices and reports shall be in such detail as acceptable to COUNTY's DBH, as described herein and in Section Fifteen (15) of this Agreement. No reimbursement for costs incurred by CONTRACTOR for services delivered under this Agreement shall be made until the invoice and supporting documentation is received, verified, and approved by COUNTY's DBH. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement for Medi-Cal eligible clients.



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

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

25           D.       CONTRACTOR(S) shall submit monthly invoices and general ledgers to  
26 COUNTY's DBH that itemize the line item charges for monthly program costs. Unallowable costs such as  
27 lobbying or political donations must be deducted from the monthly invoice reimbursements. The invoices  
28 and general ledgers will serve as tracking tools to determine if CONTRACTOR's program costs are in

1 accordance with its budgeted cost. Failure to submit GL reports and other supporting documentation shall  
2 be deemed sufficient cause for COUNTY to withhold payments until there is compliance, as further  
3 described in Section Five (5) herein.

4 E. CONTRACTOR must report all third party collections from other funding sources for  
5 Medicare, private insurance, client private pay or any other third party. Monthly invoices for reimbursement  
6 must equal the amount due CONTRACTOR less any funding sources not eligible for Federal  
7 reimbursement and any other revenues generated by CONTRACTOR (i.e., private insurance, etc.).

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

12 G. CONTRACTOR must maintain financial records for a period of seven (7) years or  
13 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for  
14 any disallowances related to inadequate documentation.

15 H. CONTRACTOR is responsible for collecting and managing of data in a manner to  
16 be determined by DHCS and COUNTY's DBH in accordance with applicable rules and regulations.  
17 COUNTY's electronic information system is a critical source of information for purposes of monitoring  
18 service volume and obtaining reimbursement. CONTRACTOR must attend the COUNTY's DBH training  
19 on equipment reporting for assets, intangible and sensitive minor assets, COUNTY's electronic information  
20 system, and related cost reporting.

21 I. CONTRACTOR shall submit service data into COUNTY's electronic information  
22 system within thirty (30) calendar days from the date of services were rendered.

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

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

16 L. Data entry into the COUNTY's electronic information system shall be the  
17 responsibility of CONTRACTOR. COUNTY shall monitor the volume of services and cost of services  
18 entered into COUNTY's electronic information system. Any and all audit exceptions resulting from the  
19 provision and reporting of specialty mental health services by CONTRACTOR shall be the sole  
20 responsibility of CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures,  
21 directives and guidelines regarding the use of COUNTY's electronic information system.

22 M. Medi-Cal Certification and Mental Health Plan Compliance

23 CONTRACTOR shall establish and maintain Medi-Cal certification or become certified  
24 within ninety (90) days of the execution of this Agreement through COUNTY's DBH. In addition,  
25 CONTRACTOR shall work with COUNTY's DBH to execute the process if not currently certified by  
26 COUNTY for credentialing of staff. Service location must be approved by COUNTY's DBH during the  
27 Medi-Cal certification process. During this process, the CONTRACTOR shall obtain a legal entity number  
28 established by DHCS as this is a requirement for maintaining COUNTY's MHP Organizational Provider

1 status throughout the term of this Agreement. CONTRACTOR shall become Medi-Cal certified prior to  
2 providing services to Medi-Cal eligible clients and seeking reimbursement from the COUNTY.

3 CONTRACTOR will not be reimbursed by COUNTY for any services rendered prior to Medi-Cal  
4 certification. CONTRACTOR shall comply with any and all requests and directives associated with  
5 COUNTY maintaining State Medi-Cal site certification.

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

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

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

## 22 **6. INDEPENDENT CONTRACTOR**

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

1 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
2 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.  
3 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
4 regulations, if any, of governmental authorities having jurisdiction over matters, which are directly or  
5 indirectly the subject of this Agreement.

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

#### 14 **7. MODIFICATION**

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

17 Notwithstanding the above, changes to services, staffing, and responsibilities of  
18 CONTRACTOR, as needed, to accommodate changes in the laws relating to mental health treatment, as  
19 set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH Director or  
20 designee and CONTRACTOR through an amendment approved by COUNTY's County Counsel and the  
21 COUNTY's Auditor-Controller's Office.

22 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,  
23 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, as set forth  
24 in Exhibit B, that do not exceed 10% of the maximum compensation payable to CONTRACTOR may be  
25 made with the written approval of COUNTY's DBH Director or designee. Changes to the expense  
26 categories in the budget that exceed ten percent (10%) of the maximum compensation payable to  
27 CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director or designee  
28 through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-Controller's Office.

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

3 **8. NON-ASSIGNMENT**

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

6 **9. HOLD-HARMLESS**

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

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

17 **10. INSURANCE**

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

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than Two Million  
23 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million  
24 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.  
25 COUNTY may require specific coverages including completed operations,  
26 product liability, contractual liability, Explosion-Collapse-Underground (XCU), fire  
27 legal liability, or any other liability insurance deemed necessary because of the  
28 nature of the Agreement.

27 B. Automobile Liability

28 Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto),  
or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).with

limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include any vehicle used in connection with this Agreement.

C. Real and Property Insurance

CONTRACTOR(S) shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of COUNTY purchase and owned property, at a minimum, as discussed in Section Twenty-Four (24) of this Agreement.

D. All Risk Property Insurance

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

E. Professional Liability

Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR(S) agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

F. Child Abuse/Molestation and Social Services Coverage

CONTRACTOR(S) shall have either separate policies or an umbrella policy with endorsements covering Child Abuse/Molestation and Social Services Liability coverage or have a specific endorsement on their General Commercial liability policy covering Child Abuse/Molestation and Social Services Liability. The policy limits for these policies shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The policies are to be on a per occurrence basis.

G. Worker's Compensation

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

H. Cyber Liability

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to duties and obligations undertaken by CONTRACTOR(S) in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade

dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

I. Waiver of Subrogation

CONTRACTOR(S) hereby grant to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR(S) may acquire against COUNTY by virtue of the payment of any loss under insurance. CONTRACTOR(S) agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

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

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



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

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

7 **11. LICENSES/CERTIFICATES**

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

16 **12. RECORDS**

17 CONTRACTOR shall maintain its records in COUNTY's Electronic Health Record (EHR)  
18 system (Avatar) in accordance with Exhibit E, "Documentation Standards for Client Records," attached  
19 hereto and incorporated herein by reference and made part of this Agreement. The client record shall  
20 begin with registration and intake and include client authorizations, assessments, plans of care, and  
21 progress notes, as well as other documents as approved by the COUNTY's DBH. COUNTY shall be  
22 allowed to review records of services provided, including the goals and objectives of the treatment plan,  
23 and how the therapy provided is achieving the goals and objectives. If CONTRACTOR determines to  
24 maintain its records in COUNTY's EHR system, it shall provide COUNTY's DBH Director, or designee,  
25 with a 30-day notice. If at any time CONTRACTOR chooses not to maintain its records in COUNTY's  
26 EHR system, it shall provide COUNTY'S DBH Director, or designee, with a 30-day notice and  
27 CONTRACTOR will be responsible for obtaining its own system, at its own cost, for Electronic Health  
28 Records management. Disclaimer – COUNTY makes no warranty or representation that information

entered into the COUNTY's HER system by CONTRACTOR will be accurate, adequate or satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible for client information entered by CONTRACTOR into the COUNTY's EHR system. CONTRACTOR agrees that all Private Health Information (PHI) maintained by CONTRACTOR in COUNTY's EHR system will be maintained in conformance with all HIPAA laws, as stated in Section Nineteen (19), "Health Insurance Portability and Accountability Act".

COUNTY shall be allowed to review all records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives. All mental health records shall be considered the property of the COUNTY and shall be retained by the COUNTY upon termination or expiration of this Agreement.

### **13. REPORTS**

#### **A. Outcome Reports**

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

#### **B. Additional Reports**

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

#### **C. Cost Report**

CONTRACTOR agrees to submit a complete and accurate detailed cost report on

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

15 Cost Reports must be submitted to the COUNTY as a hard copy with a signed  
16 cover letter and electronic copy of completed DHCS cost report form along with requested support  
17 documents following each fiscal year ending June 30th. During the month of September of each year this  
18 Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the  
19 training session, DHCS cost report template worksheets, and deadlines to submit, as determined by State  
20 DHCS annually. CONTRACTOR shall remit a hard copy of cost report to County of Fresno, Attention: Cost  
21 Report Team, PO BOX 45003, Fresno CA 93718. CONTRACTOR shall remit the electronic copy or any  
22 inquiries to DBHcostreportteam@co.fresno.ca.us.

23 All Cost Reports must be prepared in accordance with General Accepted  
24 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and  
25 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost report and  
26 invoice reimbursement.

27 If the CONTRACTOR does not submit the cost report by the deadline, including any  
28 extension period granted by the COUNTY, the COUNTY may withhold payments of pending invoicing

under compensation until the cost report has been submitted and clears COUNTY desk audit for completeness.

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

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

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

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

**14. MONITORING**

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, and the State Department of Health Care Services or their designees, the right to review and monitor records,

1 services, or procedures, at any time, in regard to clients, as well as the overall operation of  
2 CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this  
3 Agreement.

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

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

8 **16. COMPLIANCE WITH STATE REQUIREMENTS**

9 CONTRACTOR recognizes that COUNTY operates its mental health programs under an  
10 agreement with the State of California Department Health Care Services, and that under said agreement  
11 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere  
12 to all State requirements, including those identified in Exhibit F, "State Mental Health Requirements",  
13 attached hereto and by this reference incorporated herein and made part of this Agreement.  
14 CONTRACTOR shall also file an incident report for all incidents involving clients, following the Protocol and  
15 using the Worksheet identified in Exhibit G, "Incident Reporting", attached hereto and by this reference  
16 incorporated herein and made part of this Agreement, or a protocol and worksheet presented by  
17 CONTRACTOR that is accepted by COUNTY's DBH Director or designee.

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

19 CONTRACTOR shall perform all services as set forth in Exhibit A in accordance with the  
20 Assertive Community Treatment Model and in alignment with "Medi-Cal Organizational Provider  
21 Standards", as set forth in Exhibit H, attached hereto and by this reference incorporated herein and made  
22 part of this Agreement.

23 CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health  
24 Plan as described in Exhibit I, "Mental Health Plan", attached hereto and by this reference incorporated  
25 herein and made part of this Agreement.

26 **18. CONFIDENTIALITY**

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

confidentiality.

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

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

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

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

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

**20. DATA SECURITY**

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

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

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

- 1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;

1                   3)       Mobile device has the remote wipe feature enabled; and

2                   4)       A secure connection is used.

3                   B.       CONTRACTOR-Owned Computers or Computer Peripherals

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

9                   C.       COUNTY-Owned Computer Equipment

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

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

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

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

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

25                  H.       COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
26 arising from a possible breach of security related to COUNTY's confidential client information provided to  
27 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
28 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 recognize 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) Have life span of over one year;
- 2) Is not a repair part; and
- 3) Must be valued at or greater than the capitalization thresholds for the asset

type.

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$0
• Buildings and improvements	\$100,000
• Infrastructure	\$100,000
• Tangible	\$5,000
○ Equipment	
○ Vehicles	
• Intangible	\$100,000
○ Internally generated software	
○ Purchased software	
○ Easements	
○ Patents	
• Capital lease	\$5,000

Qualified fixed asset equipment is to be reported and approved by 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 annually 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



1 assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other  
2 sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR will maintain a  
3 tracking system on the items and are not required to be capitalize or depreciated. The items are subject to  
4 annual inventory for compliance.

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

12 CONTRACTOR further agrees to the following:

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

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

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

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

28 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever

1 there is any modification or change in the use of any property acquired or improved, in whole or in part,  
2 using funds under this Agreement. If any real or personal property acquired or improved with said funds  
3 identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this  
4 Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value  
5 of the property, less any portion thereof attributable to expenditures of funds not provided under this  
6 Agreement. These requirements shall continue in effect for the life of the property. In the event this  
7 Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or  
8 property funded with said funds, unless action is taken by the State government to relieve COUNTY of  
9 these obligations.

10 **22. NON-DISCRIMINATION**

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

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

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

5 **23. CULTURAL COMPETENCY**

6 As related to Cultural and Linguistic Competence:

7 A. CONTRACTOR shall not discriminate against beneficiaries based on race, color,  
8 national origin, sex, disability, or religion. CONTRACTOR shall ensure that a limited and/or no English  
9 proficient beneficiary is entitled to equal access and participation in federally funded programs through  
10 the provision of comprehensive and quality bilingual services pursuant to Title 6 of the Civil Rights Act  
11 of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979.

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

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

25 D. CONTRACTOR shall ensure that employees, agents, subcontractors, and/or  
26 partners who interpret or translate for a beneficiary or who directly communicate with a beneficiary in a  
27 language other than English (1) have completed annual training provided by COUNTY at no cost to  
28 CONTRACTOR; (2) have demonstrated proficiency in the beneficiary's language; (3) can effectively

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

5 E. CONTRACTOR shall submit to COUNTY for approval, within ninety (90) days from  
6 date of contract execution, CONTRACTOR's plan to address all fifteen (15) National Standards for  
7 Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and  
8 as set forth in Exhibit J "National Standards on Culturally and Linguistically Appropriate Services", attached  
9 hereto and incorporated herein by reference and made part of this Agreement. As the CLAS standards  
10 are updated, CONTRACTOR's plan must be updated accordingly. As requested by COUNTY,  
11 CONTRACTOR shall be responsible for conducting an annual CLAS self-assessment, and providing the  
12 results of the self-assessment to the COUNTY. The annual CLAS self-assessment instruments shall be  
13 reviewed by the COUNTY and revised as necessary to meet the approval of the COUNTY.

14 F. Cultural competency training for CONTRACTOR staff should be substantively  
15 integrated into health professions education and training at all levels, both academically and functionally,  
16 including core curriculum, professional licensure, and continuing professional development programs. As  
17 requested by COUNTY, CONTRACTOR shall report on the completion of cultural competency trainings to  
18 ensure direct service providers are completing a minimum of eight (8) hours of cultural competency  
19 training annually.

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

23 **24. AMERICANS WITH DISABILITIES ACT**

24 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to  
25 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act  
26 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations  
27 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,  
28 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and

1 information technology (EIT) accessible to people with disabilities. California Government Code section  
2 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

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

20 **26. SINGLE AUDIT CLAUSE**

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

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

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

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

## **27. COMPLIANCE**

CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics and the COUNTY's Compliance Program in accordance with Exhibit D. Within thirty (30) days of entering into this Agreement with COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents,

1 and subcontractors providing services under this Agreement certify in writing, that he or she has received,  
2 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall  
3 ensure that within thirty (30) days of hire, all new employees, agents, and subcontractors providing  
4 services under this Agreement shall certify in writing that he or she has received, read, understood, and  
5 shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the  
6 promotion of and adherence to the Contractor Code of Conduct is an element in evaluating the  
7 performance of CONTRACTOR and its employees, agents and subcontractors.

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

18           **28.   ASSURANCES**

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

1 Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR  
2 is reinstated into participation in the Federal Health Care Programs.

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

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

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

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

27 C. CONTRACTOR shall verify (by asking the applicable employees and  
28 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 participate 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 Three (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 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of CONTRACTOR's obligations as described in this Section.

## **29. PUBLICITY PROHIBITION**

None of the funds, materials, property or services provided directly or indirectly under this

Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in Exhibit B for such items as written/printed materials, the use of media (i.e., radio, television, newspapers), and any other related expense(s).

**30. COMPLAINTS**

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

Within ten (10) days after each incident or complaint affecting COUNTY clients, CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the complaint and CONTRACTORS disposition of, or corrective action taken to resolve the complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit I. CONTRACTOR shall file an incident report for all incidents involving clients, following the protocol and using the worksheet identified in Exhibit G.

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

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

In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the following information must be disclosed by CONTRACTOR by completing Exhibit K, "Disclosure of Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and

made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence by completing Exhibit K. Submissions shall be scanned pdf copies and are to be sent via email to COUNTY's assigned Staff Analyst with the DBH Contracts Division.

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

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

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

- 1) 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;
  - 2) Violation of a federal or state antitrust statute;
  - 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
- or
- 4) False statements or receipt of stolen property.

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

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

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit L, attached hereto

1 and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR  
2 must immediately advise COUNTY's DBH in writing if, during the term of this Agreement: (1)  
3 CONTRACTOR becomes suspended, debarred, excluded, or ineligible for participation in Federal or State  
4 funded programs or from receiving federal funds as listed in the excluded parties' list system  
5 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR.  
6 CONTRACTOR shall indemnify, defend, and hold COUNTY harmless for any loss or damage resulting  
7 from a conviction, debarment, exclusion, ineligibility, or other matter listed in the signed Certification  
8 Regarding Debarment, Suspension, and Other Responsibility Matters.

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

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

13 Members of a CONTRACTORS Board of Directors shall disclose any self-dealing  
14 transactions that they are a party to while CONTRACTOR is providing goods or performing services under  
15 this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party  
16 and in which one or more of its directors has a material financial interest. Members of the Board of  
17 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
18 "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit M and incorporated herein by  
19 reference and made part of this Agreement, and submitting it to COUNTY prior to commencing with the  
20 self-dealing transaction or immediately thereafter.

21 **34. AUDITS AND INSPECTIONS**

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

27 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
28 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).

**35. 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**

Senior Vice President  
Mental Health System  
9465 Farnham Street  
San Diego, California 92123

All notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

**36. 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.

1           **37.    ENTIRE AGREEMENT**

2                   This Agreement, including all Exhibits, Revised RFP No. 20-014 and CONTRACTOR's  
3 Response thereto, constitutes the entire agreement between CONTRACTOR and COUNTY with respect  
4 to the subject matter hereof and supersedes all previous agreement negotiations, proposals,  
5 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless  
6 expressly included in this Agreement.

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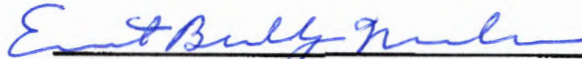
28   ///

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

3 **CONTRACTOR:**  
4 **MENTAL HEALTH SYSTEMS**

**COUNTY OF FRESNO**

6  
7 By: 



Ernest Buddy Mendes, Chairman of the Board  
of Supervisors of the County of Fresno


8  
9 Print Name: James C. Callaghan, Jr.

10  
11 Title: President & CEO  
12 Chairman of Board, or President  
Or any Vice President

**ATTEST:**  
BERNICE E. SEIDEL,  
Clerk Board of Supervisors  
County of Fresno, State of California

13  
14 By: 

15  
16 Print Name: Joelle Verbestel

By   
Deputy

17  
18 Title: CFO  
19 Secretary of Corporation, or  
Any Assistant Secretary, or  
20 Chief Financial Officer, or  
Any Assistant Treasurer

21  
22  
23 **FOR ACCOUNTING USE ONLY:**

24 Fund/Subclass: 0001/10000  
25 Organization: 56304562  
26 Account No.: 7295  
27  
28

**Mental Health Services Act  
Co-Occurring Disorders Program (CDP)  
Full-Service Partnership (FSP)  
Scope of Work**

ORGANIZATION: Mental Health Systems, Inc.

ADDRESS: 9465 Farnham Street, San Diego, CA 92123

SERVICE ADDRESS: 2550 West Clinton Avenue, Building A, Suite B, Fresno, CA 93705

SERVICES: Co-Occurring integrated, comprehensive, individual-centered mental health services

PROGRAM DIRECTOR: Melanie Carrion, LMFT, Senior Vice President, Central Valley Region  
(559) 264-7521; mcarrion@mhsinc.org

CONTRACT PERIOD: January 1, 2020 – June 30, 2022, with an option for two (2) twelve (12) month automatic renewals

**SCHEDULE OF SERVICES:**

Mental Health Systems (CONTRACTOR) staff shall be available to provide services to individuals 24 hours per day, seven (7) days per week, and at least 35% of their time shall be spent on billable activities on behalf of the individual. (NOTE: Billable time/percentage will be re-evaluated periodically and may be adjusted to reflect implementation of the Affordable Care Act (ACA) as its impact is realized.) Target enrollment level for this program is a minimum of 160 unique individuals served at any given time, in addition to residential treatment beds effective January 1, 2020. The Program shall reach and continue to maintain full capacity the remainder of the contract term.

**TARGET POPULATION:**

Participation for CONTRACTOR's Mental Health Services Act (MHSA) Co-Occurring Disorders Full-Service Partnership (FSP) program is on an individual voluntary basis. The target population to be served under this Agreement will be adult and older adult individuals with active co-occurring disorders (COD) of severe mental illness (SMI) and substance use disorder (SUD) who are frequent users of crisis services, emergency rooms, detoxification services, jails, hospitals and as needed. The target population for the ACT services must meet requirements for SMI/severely emotionally disturbed (SED) diagnosis and individuals in the SUD track must have a primary diagnosis of SUD.

**PROJECT DESCRIPTION:**

The Department of Behavioral Health (COUNTY) MHSA Co-Occurring FSP is a "whatever-it-takes" program to work toward providing a welcoming, recovery oriented, integrated, co-occurring disorder service delivery to adults and older adults with serious mental illness and substance abuse disorders combined with an ACT-like model. CONTRACTOR will provide comprehensive, dual diagnosis services through dual program tracks staffed by two Teams, the ACT Team and the SUD Team. Teams will be comprised of qualified, culturally diverse professionals who mirror the cultures of the individuals to be served and who bring a variety of education, experience levels, lived experience, and expertise in the field of mental illness, substance abuse and recovery, and housing to the program. CONTRACTOR will



utilize an integrated dual treatment approach through operationalization of a *dual track* design where each disorder receives the appropriately intensive diagnosis-specific treatment. The ACT Track will serve individuals with a primary mental health diagnosis who may have a co-occurring substance use disorder (SUD). The SUD Track will serve individuals with a primary diagnosis of substance use disorder who may or may not have a co-occurring mental health diagnosis.

CONTRACTOR staff will provide innovative interventions, comprehensive services, integrated behavioral health and substance abuse treatment services, and housing services to support the individual in recovery and self-sufficiency. In addition, residential treatment beds are provided for individuals at any given time. Services shall be individual-directed and employ psychosocial rehabilitation and recovery principles. Further, it is understood that individuals served will have medical conditions, cognitive and learning difficulties, and that these individuals with complex needs will be welcomed into service and engagement in empathetic, hopeful, integrated, recovery oriented partnerships to address each and every one of their issues over time in order to achieve a happy, meaningful life.

CONTRACTOR's program design will provide community-based and culturally competent outpatient mental health treatment and substance use disorder treatment which increase the likelihood of individuals becoming productive members of society. CONTRACTOR will provide the full spectrum of FSP and ACT-like services 24 hours per day, seven days per week. With recovery as the goal for individuals in both tracks, services will include a strong focus on skills building. CONTRACTOR staff will meet individuals "where they are" and do "whatever it takes" to move the individuals we serve through the stages of change to empower each individual to achieve their goals. The program's philosophy and values include the belief that every person has the potential for growth, regardless of disability; each individual's Plan of Care will be strength-based focusing on individual and family strengths with the firm belief that all individuals can achieve recovery goals, and gain increased independence, self-sufficiency and community integration with the necessary individualized supports.

CONTRACTOR will incorporate a comprehensive array of evidence-based practices and models including the Housing First model, combined with a harm reduction model that ensures individuals face the fewest barriers to service as possible. CONTRACTOR will significantly increase the scope of housing services we provide through increased housing staff. Our mantra is "it's not if the client is ready for housing but is the housing ready for our client." To ensure the "housing is ready for our client" speaks to our ability to ensure that the appropriate amount of care is wrapped around each individual which then allows them to successfully live in housing of their choice.

CONTRACTOR will ensure that all services are:

- Recovery oriented;
- Client-centered and built upon collaborations between the ACT/SUD Team and the individual that emphasize client ownership of the recovery process;
- Incorporate strengths-based solutions to improve the individual's quality of life utilizing a broad array of integrated services;
- Links individuals to supportive services in the community;
- Includes the participation of family members and community support systems;
- Support peer recovery; and
- Reduce hospitalizations, incarcerations, homelessness and crisis episodes.

The MHSA Co-Occurring FSP program shall be a partnership between Mental Health Systems (CONTRACTOR) and the Department of Behavioral Health (DBH). CONTRACTOR shall provide multi-level services directed to individual needs of the enrollees. Services will include, but are not limited to: personal services coordination, food, clothing, housing, daily living skills, mental and

physical health treatment, co-occurring integrated substance abuse services (as well as having capacity for referral to specialized inpatient substance abuse treatment, when indicated, through a subcontract), outpatient substance abuse treatment, supported education and employment, vocational skills assessment and development, transportation, advocacy and peer support. When possible, COUNTY staff shall provide vocational services and supported educational services. COUNTY will oversee program outcomes, reporting, and contract monitoring.

Co-Occurring Disorders Full-Service Partnership services will provide a staff to individual ratio which shall not exceed 1:15 for those requiring 24/7 'wrap style' services. CONTRACTOR shall provide a minimum of 14.22 Full Time Equivalent (FTE) staff, as identified in the Agreement program budget - Exhibit B. CONTRACTOR shall also provide for an on-call Psychiatrist for initial and ongoing individual services as needed.

### **CONTRACTOR'S RESPONSIBILITIES:**

CONTRACTOR shall:

1. Maintain facilities and equipment, and operate continuously with the number and classification of staff required described under this Agreement and in Exhibit B. If CONTRACTOR does not have the positions filled for these services as described in Exhibit B, CONTRACTOR shall notify COUNTY in writing within fifteen (15) days of the vacancy and shall include a plan of action which explains how the CONTRACTOR will continue with the contracted level of services. In addition, CONTRACTOR shall provide a monthly personnel report to DBH by the 10<sup>th</sup> of each month.
2. Be required to comply with any requirements of COUNTY's Mental Health Managed Care program as related to performance outcomes, quality of life and/or customer satisfaction as a Medi-Cal Organizational Provider, as described in Exhibit H.
3. Maintain its approved service location which is to be accessible by public transportation.
4. Be required to comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process as required by the COUNTY.
5. Shall participate in performance outcomes throughout each term of this Agreement. COUNTY MHSA staff will notify the CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, individual and staff interviews, chart reviews, and other methods of obtaining needed information.
6. Collaborate with other community agencies for the provision of non-direct mental health services (Public Guardian, Social Services, physical health, etc.). These services are particularly needed to reach people with co-occurring chronic or medical conditions. Individual's Program Service Plans must include needed mental health services and integrated co-occurring substance abuse services that are recovery oriented. CONTRACTOR shall help link individuals to any community services that will provide the most potential benefit for each individual.
7. Develop Provider Program Service Plans that include all safety, emergency and crisis procedures in the field and in the organization's offices.

8. Provide a Program Service Plan that shall contain an outline that will list and describe each multidisciplinary, multicultural and services provided by staff.

The individual component of the Program Service Plan will describe the Personal Service Plan. In addition, a treatment chart which meets Medi-Cal and Medicare requirements will be maintained for each individual.

9. Develop strategies which include the following components:
  - A. Individual self-directed care plans (e.g., Wellness Recovery Action Plans or other similar models);
  - B. Welcoming individuals with co-occurring substance use disorders into care, identifying their needs, and providing appropriately matched integrated services for both mental health and substance issues within a recovery framework;
  - C. Integrated physical and mental health services in collaboration with primary care physicians;
  - D. Integrated services with law enforcement, probation and courts;
  - E. Education for individuals and family or other caregivers as appropriate to maximize individual choice about the nature of medications, the expected benefits and the potential side effects as well as alternatives to medications; and
  - F. Values-driven, culturally competent, evidence-based or promising clinical services that are integrated with overall service planning and support housing, employment, and/or education goals.
10. Provide the following services to increase cultural competency:
  - A. Be required to assess and document the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance abuse services.
  - B. Provide and/or coordinate necessary behavioral health and substance abuse services in a culturally competent manner.
  - C. Whenever possible will hire racially and ethnically diverse community members and individual/family members to provide or assist with culturally competent, individual and family-driven mental health supportive services. CONTRACTOR will collaborate with members of the various ethnic communities to gain cultural perspective. Each ethnic community's perspective on mental illness, co-occurring disorders, and wellness and recovery may include different concepts and practices. By working together to explore these concepts, appropriate approaches can be developed for each ethnic group.
  - D. Make sure that an assessment of a individual's sexual orientation is included in the bio-psychosocial intake process. CONTRACTOR staff will assume that the population served may not be in heterosexual relationships. Gender sensitivity and sexual orientation must be covered during annual training.

- E. Utilize existing community supports, referrals to transgender support groups, etc., when appropriate.
  - F. Required to annually attend the Cultural Competence, Compliance, Billing and Documentation training.
  - G. Gender appropriate services will be emphasized when working with this population.
11. Maintain compliance with all reporting as required by the State and County.
12. Participate in a Quality Improvement Plan. The vendor is required to have an organized quality improvement process and plan to continually improve care in order to better serve individuals. Quality improvement activities should be aligned with the County vision of services, including making progress toward recovery orientation, cultural competency, and co-occurring disorder.

**1. CONTRACTOR will provide the following staffing components:**

- A. Staff work schedules shall be responsive to individual needs. Staff shall be available Monday through Friday from 7:00 a.m. to 7:00 p.m. and on Saturdays and Sundays and from 8:30 a.m. to 6:00 p.m. During off-hours periods, staff shall maintain on-call coverage on a rotating basis and shall be available to respond immediately to individuals by telephone or in person, as dictated by individual needs.
- B. CONTRACTOR Personal Services Coordinator's (PSC) staff shall be available to provide crisis assessment and intervention twenty-four hours per day, seven days per week throughout the year, including telephone and face-to-face contact as needed. There shall be no barrier to access crisis services based solely on active substance use. Response to crisis shall be rapid and flexible. The vendor shall collaborate with facilities and designated COUNTY staff to provide emergency placement should crisis housing, short-term care and inpatient treatment (voluntary or involuntary) be needed. CONTRACTOR's staff shall provide support to the maximum extent possible, including accompanying the individual to the facility, performing a face to face visit if admitted to crisis facility and remaining with the individual during the assessment. As soon as possible CONTRACTOR staff shall begin the process of planning for discharge and return to the community.
- C. The CONTRACTOR shall provide services in the areas of medication prescription, management, administration, monitoring and documentation. The CONTRACTOR's psychiatrist(s) shall:
  - Assess each individual's mental illness and substance use disorder symptoms and prescribe appropriate medication as necessary. Medication for individuals who do not have a third-party payor will be provided medication by the CONTRACTOR.
  - Regularly review and document the individual's mental illness and substance use disorder symptoms as well as his/her response to the prescribed medications;
  - Educate the individual and individual support system on the purpose of medication and any side effects; and
  - Monitor, treat and document any medication side effects.

- D. The ratio of staff to individuals will be no less than 1:12 (1 clinical staff member to 12 individuals) and no more than 1:15 (1 clinical staff member to 15 individuals). A primary goal will be to keep individuals in a stable living environment while reducing interactions with the criminal justice system and reducing inpatient mental health hospitalizations.
- E. The CONTRACTOR shall evaluate the staff's competency for performance purposes and establish medication policies and procedures which identify processes to administer medications to individuals and train other staff and family members regarding medication education, medication delivery, medication side effects, observation of self administration of medication and medication monitoring. Policies and procedures must indicate how individuals with co-occurring substance use disorders will be engaged and maintained on necessary medications, even when they might still be using substances.
- F. Staff shall assess and document the individual's mental health symptoms in response to medication and monitor for medication side-effects during the provision of observed self-administration and during ongoing face-to-face contacts.
- G. CONTRACTOR shall incorporate individual-directed, psychosocial rehabilitation and recovery principles. CONTRACTOR shall utilize a peer-to-peer support network that includes hiring recovering individuals/family members. Staff shall employ harm reduction in philosophy and motivational interviewing techniques and principles.
- H. CONTRACTOR shall have at least one mental health specialists, e.g. "Mental Health Advocate", "Peer Advocate," "Family Advocate." Vendor(s) may determine the exact job titles for these specialists. The mental health specialists shall be a current individual receiving COUNTY or COUNTY contracted services and/or family member of a current individual. All peer specialists will be expected to have competency working with individuals with co-occurring substance use issues.

An individual and/or family member will have demonstrated one year of volunteer or paid experience working with individuals with serious and persistent mental illness to meet the requirements of a mental health specialist. A mental health specialist shall be regarded as a full, professional member of the clinical team, function under the same job description as other mental health specialists and receive salary parity.

The mental health specialists shall not provide services to their respective family members nor serve on a team which provides services to a family member/significant other. Decisions regarding disclosure to individuals, their families and significant others, that

a staff person is himself/herself an individual or a family member, shall respect the individual preference of that staff person and be made in consultation with the team director.

**2. CONTRACTOR will provide specific services as it relates to substance abuse, mental health and co-occurring substance use disorders:**

- A. CONTRACTOR will reach minimum capacity enrollment of 160 individuals from January

1, 2020 through September 30, 2020; and CONTRACTOR shall maintain enrollment capacity at a minimum of 160 individuals at any given time beginning no later than October 1, 2020 and continuing throughout the term of this Agreement. Service capacity will be met by serving individuals in metropolitan and rural Fresno County who present serious and persistent mentally illness residents with a co-occurring disorder and who have frequently accessed crisis, detox services and/or have required law enforcement intervention related to their substance abuse. FSP services are voluntary.

- B. CONTRACTOR will provide residential treatment beds at any given time. The goal shall be to utilize these residential treatment beds at capacity at any given time.
- C. CONTRACTOR will utilize the Recovery Model to provide co-occurring services to all enrolled individuals, twenty-four hours a day, seven days a week, during weekend hours, and on call. Wrap-around services will be provided.
- D. CONTRACTOR will have the flexibility to increase service intensity to individuals in response to individual need. A critical feature of the service delivery shall be the unified team approach, in which multiple staff members with a diversity of skills address each individual's mental health, substance abuse and community life support needs in a comprehensive manner. Staff shall have the capacity to provide as many contacts as needed to individuals experiencing significant problems in daily living.
- E. CONTRACTOR will operate a multidisciplinary treatment team including licensed/unlicensed mental health professionals, nursing and psychiatric staff, and mental health specialists, peer/family specialists who will assist individuals in developing their Personal Services Plan. The CONTRACTOR is encouraged to hire individuals with specific experience in working with co-occurring substance use disorders, but nonetheless, all staff will be required to work on developing co-occurring disorder competency over time.
- F. CONTRACTOR will be available to provide symptom assessment, personal service coordination and supportive counseling to assist individuals to cope with and gain mastery of symptoms and disabilities due to mental illness and/or substance abuse. These services shall include, but not be limited to, the following:
  - Ongoing assessment of the individual's mental illness and substance abuse symptoms and response to treatment;
  - Education of the individual regarding his/her mental illness, substance use, and the effects (including side effects) of prescribed medications;
  - Symptom management efforts directed to help the individual identify the symptoms and  
  
their occurrence patterns and development of methods (internal, behavioral, adaptive) to lessen their effects; and
  - Provision, both on a planned and on an "as needed" basis, of such psychological support as is necessary to help individuals accomplish their personal goals and to cope with the stresses of day-to-day living.

- Developing recognition of the concept of stages of change for each type of problem and working on providing stage matched interventions and outcomes as indicated.
- G. CONTRACTOR will provide training and instruction, including individual support, problem solving, skill development, modeling and supervision, in home and community settings, to teach the individual to:
- Carry out personal hygiene tasks;
  - Perform household chores, including housekeeping, cooking, laundry and shopping;
  - Develop or improve money management skills;
  - Use community transportation;
  - Providing training and assistance to individuals in locating, securing, maintaining and financing safe, clean and affordable housing which is appropriate to their levels of functioning; and
  - Providing training and instruction, including individual support, problem solving, skill development, modeling and supervision, in home and community settings, including choices, decisions, and skills regarding substance use.
- H. Ensure staff provides appropriate age, culture, gender and language services and accommodations for physical disability (ies) to individuals.
- I. Assign a staff within 24 hours of receiving referral and the development of a tentative individual centered Personal Services Plan to meet the individual's identified needs.
- J. Ensure that the team members are able to have on hand, in their possession, during regular working hours (and when appropriate during on-call hours) an adequate amount of petty cash with which to make emergency purchases of food, shelter, clothing, prescriptions, transportation, or other items and services as needed for individuals. This may include security deposits, rent subsidy, and other items needed by individuals (CONTRACTOR is to provide policies and procedures to MHSA Coordinator or designee as to the handling of petty cash).
- K. Ensure and monitor that staff provide frequent contacts, at least three times per week, with individuals where they live or are most comfortable, in order to assist them in accessing behavioral and physical health care, financial, education, vocational, rehabilitative, or other needed community services, especially as these services relate to meeting the individual's mental health and housing needs. At minimum, at least one contact per week will be face-to-face.
- L. Link individuals to appropriate social services, legal advocacy and other representation, provide transportation as necessary and serve as a "representative payee" or refer individual to other payee services for individual's SSI/SSD benefits.
- M. Develop and support the individual's participation in recreational and social activities and positive social relationships and activities in a community setting. Staff shall provide support and help individual individuals to establish positive social relationships and

activities in community settings. Such services shall include, but not to be limited to, assisting individuals in:

- Developing social skills in order to produce meaningful personal relationships;
- Planning appropriate and productive use of leisure time including familiarizing individuals with available social and recreational opportunities and increasing their use of these activities;
- Interacting with landlords, neighbors and others effectively and appropriately;
- Developing assertiveness and self-esteem; and
- Using existing self-help centers, self-help groups and other social, church and recreational groups to combat isolation and withdrawal.

N. Provide alcohol, tobacco and drug abuse services, in accordance with harm reduction principles. This will include, but is not limited to, individual and group interventions to assist individuals in:

- Identifying alcohol, tobacco and drug abuse effects and patterns;
- Recognizing the interactive effects of alcohol, tobacco and drug use, psychiatric symptoms, and psychotropic medications;
- Developing motivation for decreasing alcohol, tobacco and drug use;
- Developing coping skills and alternatives to minimize alcohol, tobacco and drug use;
- Achieving and rewarding periods of improvement and/or periods of abstinence and stability;
- Attending appropriate recovery or self-help meetings; and
- Achieving an alcohol, tobacco, and drug free lifestyle, if consistent with the individual's recovery goal.

O. Provide information, in an educational format, on the use of alcohol, tobacco, prescribed medications, and other drugs of abuse and the impact that chemicals have on the ability to function in major life areas. Information shall also include eating disorders, gambling, overspending, sexual and other addictions, as appropriate.

P. Make appropriate referrals and linkages to addiction inpatient services that are beyond ACT wrap-around/SUD/Co-Occurring outpatient type services to individuals with coexisting alcohol, tobacco and drug abuse and other addictive symptoms that are more severe than what the Co-occurring FSP can be reasonably expected to provide.

Q. Minimize individual involvement with the criminal justice system, with services to include, but not be limited to:

- Helping the individual identify precipitants to the individual's criminal involvement;



- Providing necessary treatment, support and education to help eliminate any unlawful activities or criminal involvement that may be a consequence of the individual's mental illness;
  - Collaborating with police, court personnel and jail/prison officials and psychiatric staff to ensure appropriate use of legal and mental health services; and
  - Working with COUNTY jail psychiatric mental health staff in planning for their release from custody and transition back into the community (staff will pass Sheriff's Department security screening in order to obtain passes to provide outreach linkage and assessment services at the jail).
  - Working with the Behavioral Health Court.
- R. Provide support to the individual's social network to help them manage the co-occurring mental health and substance use symptoms and illness of the individual and reduce the level of social stress associated with the illness.
- S. Assist individual, family and other members of the individual's social network to relate in a positive and supportive manner through such means as:
- Education about the individual's illness and the support person's role in the therapeutic process;
  - Supportive counseling;
  - Intervention to resolve conflict;
  - Referral, as appropriate, to family therapy, self-help and other family support services; and
  - Provision to the individual's other support systems with education and information about serious mental illnesses and treatment services and supports.
- T. Coordinate services with other community mental health and non-mental health providers, as well as other medical professionals. Methods for service coordination and communication between CONTRACTOR and other service providers serving the same individuals shall be developed and implemented consistent with Fresno County confidentiality rules and will include the following:
- Formal and informal affiliations with appropriate mental health, social services, health care, substance abuse, and other human service providers, and inpatient units;
  - Involvement of other pertinent agencies, the individual's family, and members of the individual's social network in the coordination of the assessment, and in the development, implementation and revision of service plans;
  - Advocacy for and assistance to individuals to obtain needed benefits and services such as Supplemental Security Income (SSI), housing subsidies, food stamps, medical assistance, and legal services. The FSP understands that SSI can be a

tremendous long-term benefit to the individual and will give this resource appropriate attention;

- Coordination of meetings of the individual's service providers in the community;
- Maintenance of ongoing communication with all other agencies serving the individual including hospitals, rehabilitation services and housing providers, as needed;
- Maintenance of working relationships with other community services, such as education, law enforcement and social services;
- Coordination with existing community agencies to develop needed community support resources including housing, employment options and income assistance; and
- Maintenance of an empathic, hopeful, integrated clinical treatment relationship with the individual on a continuing basis whether the individual is in the hospital, community, involved with other agencies or in the criminal justice system.

U. Network with peer support services and appropriate services offered through the Mental Health Services Act (MHSA), as implemented.

V. Provide wrap-around services. Services will be intensive treatment and rehabilitation case management services to promote adaptive functioning in the community and prevent unnecessary admissions to psychiatric hospitals.

Wrap-around services shall include:

- The development of an individual-centered personal service/care plan reflective of behavioral health assessments (including risk assessments);
- The development, location, coordination, and maintenance of independent or other appropriate housing for all individuals within the community;
- The development, maintenance and involvement of all individuals in lower levels of care in a peer-to-peer support network and social engagement activities;
- The development and maintenance of a 24/7 crisis intervention service;
- The 24/7 crisis intervention phone number will be given to all enrolled individuals, the number will be printed on all CONTRACTOR business cards, and CONTRACTOR will regularly remind individuals that 24/7 crisis intervention services are available.
- The development and maintenance of integrated mental health and substance abuse treatment services for all individuals with co-occurring disorders;
- The development and maintenance of supported employment and/or supported education with involvement of all individuals who can benefit from these services;
- The development and maintenance of "wrap around" fund to provide for the individual's immediate basic needs or to purchase specialized services that are

required to reduce the individual's risk factors when no other funding source is available;

- The development and provision of family involvement/support services to all interested families;
- The development and provision of Personal Service Coordinator services that will access all entitlements or make referral to any support services for which a individual is eligible;
- The development and provision of transportation and other support services individuals may need to access health care, mental health services, education, employment, rehabilitation, peer support, recreational or other services within the community;
- The development and maintenance of a "representative payee" service for all individuals who would benefit from this service. CONTRACTOR may help individuals link to established payee services in the community;
- The provision of integrated medical support services including psychiatric assessments, psychopharmacological treatment, and medication education and monitoring for all individuals;
- The provision of all other mental health services that may be needed or required by individuals;
- The integration of mental health and substance use disorder recovery principles and practices promoting employment; and
- The facilitation of an individual-centered approach in all treatment services.

W. Initiate voluntary commitment should there be a need after every reasonable intervention has been attempted; CONTRACTOR's staff shall work with COUNTY staff within the Intensive Services Division. COUNTY staff will sign the involuntary commitment papers. CONTRACTOR will clearly document and chart all interventions attempted with individual in every potential crisis situation.

X. CONTRACTOR will identify and document diversity of said population, along with housing status, identifying gender, ethnicity, date of birth and/or age and other demographics as requested by COUNTY and maintain a database of targeted population. CONTRACTOR will provide this information to COUNTY as requested.

Y. Individualized services may include drug testing on a random basis, as appropriate, as an integral part of the Personal Services Plan. Services will also include linking individual to appropriate substance abuse treatment services.

Z. Ensure staff participate in education and training activities provided by the COUNTY, State of California, and/or organizations to strive for the best practices model.

AA. Provide assistance and advocacy in obtaining any available public benefits and

accessing needed behavioral health and physical health care for individuals.

- BB. Provide whatever direct assistance is reasonable and necessary to ensure that the individual obtains the basic necessities of daily life. CONTRACTOR shall have vehicle(s) available to staff to transport individuals to appointments and social group activities. Bus tokens and/or passes will be made available by the CONTRACTOR to encourage and empower individual to utilize public transportation to their scheduled appointments.
- CC. Enter Information Technology Web Services (ITWS) data via the web-based data collection operated by the State DMH (CONTRACTOR are to receive approval from the State prior to entering data). CONTRACTOR will complete ITWS data entry in a timely fashion.
- DD. Deliver all MHSA required reporting in data collection format that reflects MHSA and data Infrastructure Grant (DIG) requirements in a timely and accurate manner. DMH has identified domains on which data must be captured by FSP's. CONTRACTOR will be required to assign staff to data entry and input; contact the Performance Outcomes and Quality Improvement Division of the California state Department of Mental Health to schedule trainings; and establish procedures to complete the MHSA Full-Service Partnership Outcomes Assessment (FSP) forms.

Reports are to include: Changes to Individual and Services Information (CSI) system reporting, outcome assessments for Full-Service Partnership (FSP) individuals and notification of cost report changes, annual updates and progress reports as outlined in Department Of Mental Health Information Notice 06-02 dated April 18, 2006. COUNTY shall provide a timeline on when each report is due to the COUNTY. COUNTY at its sole discretion may withhold future amounts payable to CONTRACTOR, until such time that all reports are satisfactorily received by the COUNTY.

CONTRACTOR shall maintain an up to date caseload record of all individuals enrolled in services, and provide individual, programmatic, and other demographic information to the COUNTY. Reports are to be submitted to the DBH MHSA Staff Analyst, DBH Director, or designee on a monthly basis.

CONTRACTOR will work in partnership with DBH in a quality improvement process on improving recognition of the numbers of individuals who have co-occurring substance use issues and disorders and reporting that information routinely and reliably into the county data system.

CONTRACTOR will compile quarterly reports indicating the total number of individuals served in a particular Fiscal Year, along with each quarter's target count versus the actual count.

- EE. Ensure billable Mental Health Specialty Services meet any/all COUNTY, State, Federal regulations including any utilization review and quality assurance standards. Provide all pertinent and appropriate information in a timely manner to COUNTY to bill Medi-Cal for services rendered.
- FF. Ensure that the COUNTY's Department of Social Services (DSS) are informed of all new and current individuals who qualify for General Relief.

GG. Inform COUNTY's DSS of individuals enrolled through contact with the vendor staff assigned to the individual and a monthly report provided to MHSA Administration and DSS by CONTRACTOR.

HH. Ensure individuals who qualify for General Relief sign the General Relief Cash Aid individual form.

II. Refer individuals who meet the criteria and are eligible for entitlement programs for benefits/services. All individuals currently in the program and any new individuals to be enrolled will go through DSS to qualify for financial resources.

JJ. Ensure that all individuals without financial resources apply for Medi-Cal and complete SSI applications, establish benefits or have developed an alternative plan for eventually assuming their own housing costs.

**3. CONTRACTOR will provide specific services as it relates to housing:**

Success in the community is critically enhanced by obtaining and retaining appropriate housing. MHSA programs are structured to provide housing opportunities and supports for enrollees.

The CONTRACTOR will empower individuals to take an active role in the recovery process. The CONTRACTOR will provide housing options and maintain individuals in independent living by providing needed services, accessing resources and encouraging individuals to be independent, productive and responsible. The CONTRACTOR will be responsible to negotiate and establish relationships with apartment owners/landlords and provide housing to individuals.

Individuals will be assisted to choose the type of housing that they want and will receive assistance to be successful in that housing. As part of this, individuals will be assisted to make choices regarding substance use in their housing, and to develop the skills and supports needed to be successful in deciding what the right amount of substance use for them will be appropriate to maintain the housing of their choice, or in deciding whether they would be more successful making different choices to be in a different type of housing. Individuals will not be excluded from housing solely because of continuing substance use.

A. CONTRACTOR's housing staff shall provide whatever direct assistance is reasonable and necessary to ensure that the individual obtains the necessities of daily life, including but not limited to:

- Safe, clean, affordable housing;
- Food and clothing;
- Appropriate financial support, which may include housing deposits, Supplemental Security Income, Social Security Disability Insurance, General Relief, and money management services.

B. The CONTRACTOR shall have rapid access to individual assistance funds for purchase of furniture, and other items needed by individuals.

C. CONTRACTOR will ensure individuals maintain their respective housing and utilize

supportive housing resources by:

- Providing supportive and independent housing as appropriate for the individual. The goal is to have every individual in supported independent and independent housing, as appropriate, with proper supports, as soon as possible;
- D. Provide appropriate number of staff members that will service the maximum capacity of 140 individuals at any time. CONTRACTOR shall provide a methodology on the number of Housing Monitors to be assigned for both clustered and scattered site housing.
- E. Meet regularly with MHSA staff to discuss and resolve any issues and/or any individual status changes. Status changes include but are not limited to hospitalization, incarceration, crisis calls, housing etc.
- F. Staff shall send written notice to landlords of housing facilities that explains the financial responsibility of CONTRACTOR and the individual (tenant) for payment of rent and utilities within three business days.
- G. A completed individual rental agreement shall document the amount of rent and the minimum utility expense that an individual is required to pay. Housing Coordinator shall also provide a monthly receipt to individual and staff of the payment received. CONTRACTOR will establish and follow clear Policies and Procedures regarding financial issues related to housing.

#### **COUNTY RESPONSIBILITIES:**

COUNTY shall:

1. Provide oversight, through its MHSA Coordinator or designee, of the Housing and Recovery Expansion services as restored and expanded through MHSA funding and collaborate with CONTRACTOR and other COUNTY Departments and community agencies to help achieve State program goals and outcomes. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the State Department of Mental Health in regard to program administration and outcomes.
2. COUNTY DBH shall assist CONTRACTOR in making linkages with the total mental health and substance abuse system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to CONTRACTOR for ongoing consultation.
4. Gather outcome information from target individual groups and CONTRACTOR throughout each term of contract. MHSA staff will notify CONTRACTOR when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, individual and staff interviews, chart reviews, and other methods of obtaining required information.
5. Assist the individual to determine food stamp eligibility. Upon determination of food stamp

eligibility, enrollees shall receive food stamps when they reside in housing that does not include meals.

6. MHSA Administration and DBH recognize that co-occurring is a goal for all programs, and will provide continuing training, consultation, and technical assistance for all programs in order to help them make progress in that goal, as part of their own quality improvement plan. DBH is also supporting the development of a change agent team in the county to support this process and encourages each program to have active representation on this team.
7. MHSA Administration recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the CONTRACTOR's efforts towards cultural and linguistic competency, the DBH shall provide the following at no cost to CONTRACTOR:
  - A. Technical assistance regarding cultural competency requirements and sexual orientation training.
  - B. Mandatory cultural competency training including sexual orientation and sensitivity training for DBH and contractor personnel, at minimum once per year. County will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender (LGBT) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
  - C. Technical assistance for translating behavioral health and substance abuse services information into DBH's threshold languages (Spanish, Laotian, Cambodian and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.

### **PROJECTED OUTCOMES:**

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

CONTRACTOR will meet outcomes in each of the Commission on Accreditation of Rehabilitation Facilities (CARF) domains and has included more than one performance

indicator for each of the four domains. We understand that final measures will be agreed upon in contract negotiations.

**Effectiveness:**

1. Individuals served will experience a reduction in recidivism events (incarcerations, homelessness, crisis or inpatient hospitalization admissions) to no more than 6 events with the first six months after admission compared to events prior to admission as evidenced by reports of the KETs completed for each individual whenever a key event takes place.
2. There will be a reduction of key events for recidivism tracked as:
  - a. A reduction in engagement in 3 or less key recidivism events (incarcerations, homelessness, crisis or inpatient hospitalization admissions) during *6-12 months* in the program compared to event prior to admissions, as evidenced by reports of the KET 's completed for each individual whenever a key event takes place.
  - b. A reduction in engagement in no more than 1 key recidivism events (incarcerations, homelessness, crisis or inpatient hospitalization admissions) during *13-18 months* in the program compared to events prior to admission, as evidenced by reports of the KET 's completed for each individual whenever a key event takes place.
3. CONTRACTOR will show at least 75% reduction in inpatient psychiatric hospitalizations after being admitted to program services compared to inpatient days utilized the year prior to program admissions, as evidenced by the end of year DCR report.
4. CONTRACTOR will show at least 75% reduction in incarceration days after being admitted to program services compared to inpatient days utilized the years prior to program admissions, as evidenced by the end of year DCR report.
5. CONTRACTOR will show at least 75% reduction in days of homelessness compared to events prior to admission, unless housing assistance is declined, as evidenced by the end of year DCR report.
6. CONTRACTOR will show at least 75% reduction in crisis episodes compared to episodes prior to program admission as evidenced by the end of year DCR report.
7. CONTRACTOR will demonstrate a significant increase in individual functioning, as evidenced by the above outcomes #3-5.

Regarding Linkages and Referrals:

The Program Manager will ensure that reports are run monthly from the DCR system and will review these reports to ensure that the program is on track to meet overall outcomes.

**Efficiency:**

1. CONTRACTOR direct services productivity rate is expected by MHS to be at a minimum of 60%, thereby exceeding the 35% requirement for Medi-Cal stated in the RFP on page 12 and will be reported in writing by the Program Manager at regularly scheduled meetings with the Department. Productivity is reviewed during the monthly meeting between the Program Manager, Program Supervisors, and Clinical Supervisor.
2. Clients in independent supportive housing and lower levels of care such as Room and Board will develop a plan to provide for their own housing costs. The Team will work with



clients on payment issues. Clients will assume responsibility for housing cost, when ready and as appropriate. A report regarding consumer plans for housing costs will be submitted annually.

3. CONTRACTOR will conduct a recovery needs level (RNL) assessment tool within 24 hours of initial appointment to assess for appropriate level of care (ACT, Intensive Case Management) for individuals on the ACT *track* and will conduct the ASAM within 72 hours of initial appointment to assess for the appropriate level of care for individuals on the SUD *track*, as evidenced by the RNL's entered into County's Avatar and ASAM's internally monitored by the Program Supervisor.

**Access:**

1. Within 24 hours of referral receipt, CONTRACTOR will make contact to schedule intake and behavioral health assessment for new individuals; Initial appointments will be scheduled within 24 -72 hours from initial contact; If attempts at contact are unsuccessful, CONTRACTOR will document accordingly and notify referral source, as evidenced by access logs delivered each month to Fresno County Managed Care.
2. Within 90 days of admission to CONTRACTOR, at least 95% of individuals who do not have SSI will have completed an SSI application, as evidenced by progress notes, a receipt in the individual's file, and the tracking log.
3. Within 60 days of admissions to CONTRACTOR, at least 95% of individuals will be linked to general relief to establish supplemental income, as evidenced by progress notes, a receipt in the individual's file, and the tracking log.
4. Within 6 months of being admitted to CONTRACTOR, at least 95% of individuals served will have linkage to and documentation of a Primary Care Physician, as evidenced by the tracking log.
5. No individuals admitted to CONTRACTOR will be referred to or placed on conservatorship while admitted for CONTRACTOR services who were not previously in the conservatorship process, as evidenced by lack of a referral for conservatorship in the client file and progress notes.
6. Within 30 days of enrollment, at least 95% of individuals will have participated in forming their individualized personal service care plan, as evidenced by the personal service care plan in the individual's file.
7. Within 120 days of enrollment, at least 95% of individuals will be provided/linked to supported employment activities, if desired, as evidenced by a referral placed in the Team meeting binder and a progress note.

**Satisfaction:**

1. CONTRACTOR will develop a satisfaction survey that is approved by the MHSA Coordinator and will comply with mandated State performance outcomes and quality improvement reports/outcomes. At a minimum, 75% percent of individuals will report their satisfaction with program services through the CONTRACTOR twice annual survey and the annual Fresno County surveys of individuals and families, as evidenced by the survey reports.
2. CONTRACTOR will provide individuals with the Consumer Recovery Measure (CRM) to assess satisfaction in hope, social, growth, safety and symptom management within 14 days of admissions and administer on a quarterly basis. CONTRACTOR will demonstrate an

increase in all categories within the first 6 – 12 months of services, as evidenced by the CRM report.

3. CONTRACTOR will conduct a Recovery Measure Inventory (RMI) in reference to the individuals served to assess satisfaction in hope, social, growth, safety and symptom management from the provider perspective within 14 days of admissions and repeat on a quarterly basis. CONTRACTOR will show an increase in all categories within the first 6 – 12 months of services, as evidenced by the RMI report.
4. Direct services productivity rate is expected to be at a minimum of eighty percent (80%) and reported in writing at regularly scheduled meetings with the Department. Productivity to be reviewed monthly to address projected revenues and outreach activities related to target population requiring benefits assistance.
5. Individuals in independent supportive housing and lower levels of care will develop a plan to provide for their own housing costs. Individuals will assume responsibility for housing cost, when ready and as appropriate. CONTRACTOR will work with individuals on payment issues. Within six months of enrollment, all individuals without SSI will have made SSI applications, establish benefits or have developed an alternative plan for eventually assuming their own housing costs. A report regarding individual plans for housing costs will be submitted to COUNTY on a semi-annual basis.

**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**

**Mental Health (MH) Budget**

**FY 2019 - 2020 | 01/01/20 - 06/30/20**

Budget Categories -			FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)				Admin.	Direct	Total
PERSONNEL SALARIES:						
0001	Program Manager		0.95	\$39,520	\$0	\$39,520
0002	Compliance Specialist		0.24	\$6,175	\$0	\$6,175
0003	Billing Specialist		0.95	\$19,760	\$0	\$19,760
0004	Administrative Assistant		0.95	\$18,772	\$0	\$18,772
0005	Clinical Supervisor - Licensed		0.98	\$31,358	\$7,840	\$39,198
0006	Registered Nurse (RN)		0.98	\$0	\$36,691	\$36,691
0007	Licensed Vocational Nurse (LVN)		0.98	\$0	\$25,480	\$25,480
0008	Program Supervisor (MH)		1.00	\$14,300	\$14,300	\$28,600
0010	Clinician - License Eligible		1.00	\$0	\$26,000	\$26,000
0011	Clinician - License Eligible, Bilingual		0.95	\$0	\$25,688	\$25,688
0012	Dual Recovery Specialist		0.95	\$0	\$24,700	\$24,700
0014	Family Peer Support Specialist		0.95	\$0	\$19,760	\$19,760
0015	Peer Dual Recovery Specialist		0.95	\$0	\$15,808	\$15,808
0016	Employment Specialist, Bilingual		0.95	\$0	\$23,712	\$23,712
0017	Housing Coordinator		0.98	\$24,461	\$0	\$24,461
0018	Housing Specialist, Bilingual		0.98	\$10,702	\$10,702	\$21,403
0019	Housing Specialist		0.98	\$10,192	\$10,192	\$20,384
0020	24/7 on-call capacity		0.048	\$0	\$1,855	\$1,855
0021	Vice President of Clinical Services		0.19	\$10,868	\$0	\$10,868
0022	Vice President of Supportive Housing		0.05	\$2,470	\$0	\$2,470
0023	Program Financial Analyst		0.07	\$2,161	\$0	\$2,161
0024	Intern (MH)		0.50	\$0	\$0	\$0
0025	Intern (MH)		0.50	\$0	\$0	\$0
0026	Intern (SUD)		0.50	\$0	\$0	\$0
0027	Intern (SUD)		0.50	\$0	\$0	\$0
SALARY TOTAL			18.07	\$190,739	\$242,728	\$433,467

PAYROLL TAXES:		Proportion:	44%	56%	
0030	OASDI		\$110	\$139	\$249
0031	FICA/MEDICARE		\$14,590	\$18,570	\$33,160
0032	SUI		\$893	\$1,135	\$2,028
PAYROLL TAX TOTAL			\$15,593	\$19,845	\$35,438
EMPLOYEE BENEFITS:					
0040	Retirement		\$15,258	\$19,419	\$34,677
0041	Workers Compensation		\$1,785	\$2,272	\$4,057
0042	Health Insurance (medical, vision, life, dental)		\$23,555	\$29,979	\$53,534
EMPLOYEE BENEFITS TOTAL			\$40,598	\$51,670	\$92,268
SALARY & BENEFITS GRAND TOTAL					\$561,172
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$57,491
1011	Rent/Lease Equipment				\$32,677
1012	Utilities				\$4,278
1013	Building Maintenance				\$14,963
1014	Equipment purchases (minor) and equipment repair/maintenance				\$5,303
FACILITY/EQUIPMENT TOTAL					\$114,712

## OPERATING EXPENSES:

1060	Telephone	\$16,438
1061	Answering Service	\$0
1062	Postage	\$242
1063	Printing/Reproduction	\$131
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$3,874
1067	Household Supplies	\$363
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$7,910
1070	Program Supplies - Medical	\$3,180
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$4,879
1073	Staff Travel (Out of County)	\$7,912
1074	Staff Training/Registration	\$5,989
1075	Lodging	\$0
1076	Other - Licenses/Taxes	\$6,576
1077	Other - Other Business Services	\$5,166
OPERATING EXPENSES TOTAL		\$62,661

## FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$161
1081	External Audit	\$0
1082	Liability Insurance	\$2,203
1083	Administrative Overhead	\$177,676
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$6,058
FINANCIAL SERVICES TOTAL		\$186,098

## SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$0
1091	Translation Services	\$242
1092	Medication Supports (Psychiatrist)	\$103,936
SPECIAL EXPENSES TOTAL		\$104,178

## FIXED ASSETS:

1190	Computers & Software	\$8,562
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$8,562

## NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$293,641
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$15,285
2002.2	Client Transportation & Support (SFC 72)	\$15,823
2002.3	Education Support (SFC 72)	\$286
2002.4	Employment Support (SFC 72)	\$286
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$6,857
2002.7	Utility Vouchers (SFC 72)	\$286
2002.8	Child Care (SFC 72)	\$285
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$332,749
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$1,370,133</b>

## MEDI-CAL REVENUE:

	Service (minutes)	Rate	\$ Amount
Mental Health Services (Therapy, Collateral, PD, Rehab, etc.)	69,005	\$3.20	\$220,815
Case Management	50,014	\$2.95	\$147,542
Crisis Services	6,016	\$4.48	\$26,950
Medication Support	54,979	\$5.90	\$324,377
Non-Billable Activity	43,823	\$0.00	\$0
Estimated Specialty Mental Health Services (Medi-Cal) Billing Totals	223,837		\$719,685
Estimated % of Clients that are Medi-Cal Beneficiaries			96%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			\$719,685
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)		76.00%	\$546,961
MEDI-CAL REVENUE TOTAL			\$546,961

## OTHER REVENUE:

4100	Other - Client Rent Income	\$50,000
4200	Other - Other Health Coverage	\$1,614
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$51,614

## MHSA FUNDS:

Prevention & Early Intervention (PEI) Funds	\$0
Community Services & Supports (CSS) Funds	\$771,558
Innovation (INN) Funds	\$0
Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL	\$771,558
TOTAL PROGRAM REVENUE	\$1,370,133

## 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
<b>General Users</b>					
<b>Avatar Named User Hosting</b> (per active user per month; every Avatar "active" log on ID is a named user)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
<b>Avatar Named User Maintenance*</b> (per active user per month)	\$14.00	\$14.42	\$14.85	\$15.30	\$15.76
<b>Cloud Hosting- Perceptive Disaster Recovery</b> (per active user per month)	\$4.66	\$4.66	\$4.66	\$4.66	\$4.66
<b>eRx Users</b>					
<b>Full Suite Prescriber</b> (per active user per month; applicable to an active Prescriber user)	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00
<b>ePrescribing Controlled Substances Tokens</b> (per active user per month; applicable to an active Prescriber user of Controlled Substances)	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
<b>Non-Prescribing User</b> (per active user per month; applicable to an active Non-Prescriber user)	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
<b>Reaching Recovery Users</b>					
<b>Reaching Recovery</b> (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
<b>ProviderConnect Users</b>					
<b>Individual Subscription<sup>1</sup></b> (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care)	\$41.25	\$41.25	\$41.25	\$41.25	\$41.25

Should CONTRACTOR(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.

<sup>1</sup>Annual Maintenance increases by 3% each FY on July 1<sup>st</sup> and may be subject to change pending the COUNTY's agreement terms with NetSmart.

**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**  
**FY 2019 - 2020 | 01/01/20 - 06/30/20**  
**Mental Health (MH) Budget**  
**BUDGET NARRATIVE - EXPENSES**

**PROGRAM EXPENDITURES**

Personnel Salaries, Payroll Taxes & Employee Benefits	\$561,172
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*Line Items 0001- 0042*

The itemized expenses in this category, as shown in each budget line item, include each of our staff positions, their budgeted FTE percentage, and whether the positions are administrative or direct service. All positions are full-time except the interns, who are part-time (0.5 FTE). The staff members shown at less than 1.0 FTE are actually full-time but allocated between multiple programs. Our payroll taxes and employee benefits are also shown in detail, allocated between admin and direct.

Facilities/Equipment Expenses	\$114,712
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*Line Items 1010-1014*

The itemized expenses in this category, as shown in each budget line item, include:

- Building rent/lease for office/program space at The Hacienda. The CAM charges, which are part of this expense, include utilities, waste management, water and sewage, security service, and standard property maintenance.
- Expenses for rental of copier machine.
- Monthly payments for 5 leased vehicles.
- Potential one-time expenses for utilities, waste management, or water (which may not be included in CAM charges).
- Minor repairs and maintenance for facility including, but not limited to replacement of locks, minor breakage, internal phone line repairs, building cleaning, and other repairs required for safe operation of the program at the leased facility.
- Equipment repairs/maintenance that encompass the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
- Minor equipment replacement of existing equipment that in the normal course of use is worn out and either cannot be repaired or is not practical to have repaired.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).



## Operating Expenses

\$62,661

## Line Items 1060-1077

The itemized expenses in this category, as shown in each budget line item, include:

- Recurring costs of phones, cell phones, laptop data/internet device, and internet services.
- Potential purchases of business cards for new staff.
- Office supplies utilized for program operation, including paper, pens, pencils, folders, staples, paper clips, printer cartridges, binders, folder tabs, client chart supplies, and postage.
- Housekeeping supplies such as cleaning products, bathroom products, non stationary paper goods, cleaning, and trash supplies.
- Recreational/occupational therapy supplies used by clients for their treatment plan.
- Medical supplies that consist of miscellaneous items such as latex gloves, cotton, alcohol swipes, etc., in addition to charges for laboratory tests for clients (i.e. blood tests).
- In-County mileage reimbursements of staff (without clients) traveling to and from events, meetings and trainings in conjunction with program operations and responsibilities. This also includes gasoline costs for leased vehicles.
- Out-of-County mileage reimbursements and/or leased vehicles gasoline, in addition to hotel and flight expenses related to the attendance of conferences, training, and staff programmatic/training visits to the Corporate Office in San Diego.
- Staff development/training costs include CPR and First Aid trainings for staff, MHS course requirements (via Relias platform), and registrations for staff development and trainings held in collaboration with the program's mission (Forensic Mental Health, Evidence-based Trainings, etc.). Also included here are service fees and cost of supplies for hosting and providing community trainings.
- Fresno County EHR system: Avatar expenses per user based on published County rates.
- Department Of Motor Vehicles registration renewals.
- Microsoft license expense for users at the program.
- Other business services expenses that include the costs associated with banking services (which does not include interest expense) and other miscellaneous services.
- Associated costs for hiring of new employees such as TB screenings, assessments, drug screenings, background checks, and fingerprinting.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Financial Services Expenses</b>	<b>\$186,098</b>
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*Line Items 1080-1085*

The itemized expenses in this category, as shown in each budget line item, include:

- Accounting fees incurred by this program, including the required Federal Office of Management and Budget (OMB-133) audit.
- Insurance consists of professional liability insurance and general insurance for Auto's, Commercial, D&O, Umbrella, Criminal Dishonesty, and Sexual Misconduct. These costs are pro-rated to this program based upon the ratio of program expenses (excluding purchased services) divided by program expenses for all MHS programs during each period of allocation. Auto insurance is directly allocated based on our vehicle's premiums.
- Indirect/administrative expense per Federally approved Indirect Rate of 14.9%.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Special Expenses</b>	<b>\$104,178</b>
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*Line Items 1090-1092*

The itemized expenses in this category, as shown in each budget line item, include:

- Costs of providing interpreter services when needed.
- Psychiatrist service expense outside of the MHS, Inc. staff.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Fixed Assets</b>	<b>\$8,562</b>
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*Line Items 1190-1193*

The itemized expenses in this category, as shown in each budget line item, include:

- Potential needed purchase of IT equipment and other software expenses that would be considered fixed asset based on County regulations.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

Non-Medi-Cal Client Support Expenses	\$332,749
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*Line Items 2000-2002.8*

The itemized expenses in this category, as shown in each budget line item, include:

- Client Housing Support Expenditures, which include Master Leases at the Glenn Apartments, room & board, room & care, and Residential/Sober Living expenses for 3 clients per month.
- Wraparound expenses that cover client support/assistance, such as clothing, food, hygiene, transportation, employment related needs, education assistance, respite care, household items, utility vouchers when needed, and child care costs.
- Cost of transporting clients by staff (mileage reimbursement or gas for vehicles) and bus passes/cards for client transportation needs.

<b>PROGRAM EXPENDITURES:</b>	<b>\$1,370,133</b>
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### **PROGRAM REVENUES**

Medi-Cal Revenue	\$546,961
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Service delivery value (minutes x rates) for Medi-Cal beneficiaries and Medi-Cal allowed services.

Other Revenue	\$51,614
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Client rent collected for clients, based on a small percentage of their income. Also budgeting for other potential revenue that could be collected throughout the year, such as donations.

MHSA Funds	\$771,558
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MHSA funding amount allocated to this contract, per RFP guidelines.

<b>PROGRAM REVENUES:</b>	<b>\$1,370,133</b>
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**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**

**Mental Health (MH) Budget**

**FY 2020 - 2021 | 07/01/20 - 06/30/21**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Manager	0.95	\$82,992	\$0	\$82,992
0002 Compliance Specialist	0.24	\$12,968	\$0	\$12,968
0003 Billing Specialist	0.95	\$41,496	\$0	\$41,496
0004 Administrative Assistant	0.95	\$43,472	\$0	\$43,472
0005 Clinical Supervisor - Licensed	0.98	\$65,848	\$16,462	\$82,310
0006 Registered Nurse (RN)	0.98	\$0	\$77,052	\$77,052
0007 Licensed Vocational Nurse (LVN)	0.98	\$0	\$53,508	\$53,508
0008 Program Supervisor (MH)	1.00	\$30,035	\$30,035	\$60,070
0010 Clinician - License Eligible	1.00	\$0	\$54,600	\$54,600
0011 Clinician - License Eligible, Bilingual	0.95	\$0	\$53,945	\$53,945
0012 Dual Recovery Specialist	0.95	\$0	\$51,870	\$51,870
0014 Family Peer Support Specialist	0.95	\$0	\$41,496	\$41,496
0015 Peer Dual Recovery Specialist	0.95	\$0	\$33,197	\$33,197
0016 Employment Specialist, Bilingual	0.95	\$0	\$43,571	\$43,571
0017 Housing Coordinator	0.98	\$51,368	\$0	\$51,368
0018 Housing Specialist, Bilingual	0.98	\$22,473	\$22,473	\$44,947
0019 Housing Specialist	0.98	\$21,403	\$21,403	\$42,806
0020 24/7 on-call capacity	0.048	\$0	\$3,887	\$3,887
0021 Vice President of Clinical Services	0.19	\$21,736	\$0	\$21,736
0022 Vice President of Supportive Housing	0.05	\$4,940	\$0	\$4,940
0023 Program Financial Analyst	0.07	\$4,323	\$0	\$4,323
0024 Intern (MH)	0.50	\$0	\$0	\$0
0025 Intern (MH)	0.50	\$0	\$0	\$0
0026 Intern (SUD)	0.50	\$0	\$0	\$0
0027 Intern (SUD)	0.50	\$0	\$0	\$0
<b>SALARY TOTAL</b>	<b>18.07</b>	<b>\$403,053</b>	<b>\$503,499</b>	<b>\$906,552</b>

PAYROLL TAXES:		Proportion:	44%	56%	
0030	OASDI		\$110	\$139	\$249
0031	FICA/MEDICARE		\$30,515	\$38,836	\$69,351
0032	SUI		\$1,867	\$2,375	\$4,242
PAYROLL TAX TOTAL			\$32,492	\$41,350	\$73,842
EMPLOYEE BENEFITS:					
0040	Retirement		\$31,911	\$40,613	\$72,524
0041	Workers Compensation		\$3,733	\$4,751	\$8,484
0042	Health Insurance (medical, vision, life, dental)		\$49,262	\$62,698	\$111,960
EMPLOYEE BENEFITS TOTAL			\$84,906	\$108,062	\$192,968
SALARY & BENEFITS GRAND TOTAL					\$1,173,363

## FACILITIES/EQUIPMENT EXPENSES:

1010	Rent/Lease Building	\$115,850
1011	Rent/Lease Equipment	\$18,565
1012	Utilities	\$4,278
1013	Building Maintenance	\$29,927
1014	Equipment purchases (minor) and equipment repair/maintenance	\$8,060
FACILITY/EQUIPMENT TOTAL		\$176,679

## OPERATING EXPENSES:

1060	Telephone	\$32,875
1061	Answering Service	\$0
1062	Postage	\$484
1063	Printing/Reproduction	\$131
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$7,745
1067	Household Supplies	\$726
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$3,711
1070	Program Supplies - Medical	\$6,360
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$7,297
1073	Staff Travel (Out of County)	\$7,908
1074	Staff Training/Registration	\$18,020
1075	Lodging	\$0
1076	Other - Licenses/Taxes	\$13,147
1077	Other - Other Business Services	\$10,776
OPERATING EXPENSES TOTAL		\$109,180

## FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$161
1081	External Audit	\$0
1082	Liability Insurance	\$4,359
1083	Administrative Overhead	\$352,053
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$12,010
FINANCIAL SERVICES TOTAL		\$368,583

## SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$0
1091	Translation Services	\$484
1092	Medication Supports (Psychiatrist)	\$207,872
SPECIAL EXPENSES TOTAL		\$208,356

## FIXED ASSETS:

1190	Computers & Software	\$12,717
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$12,717

## NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$587,730
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$30,572
2002.2	Client Transportation & Support (SFC 72)	\$31,646
2002.3	Education Support (SFC 72)	\$571
2002.4	Employment Support (SFC 72)	\$571
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$13,714
2002.7	Utility Vouchers (SFC 72)	\$571
2002.8	Child Care (SFC 72)	\$571
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$665,946
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$2,714,824</b>

## MEDI-CAL REVENUE:

	Service (minutes)	Rate	\$ Amount
Mental Health Services (Therapy, Collateral, PD, Rehab, etc.)	140,114	\$3.20	\$448,365
Case Management	97,999	\$2.95	\$289,097
Crisis Services	8,776	\$4.48	\$39,315
Medication Support	108,265	\$5.90	\$638,766
Non-Billable Activity	87,594	\$0.00	\$0
Estimated Specialty Mental Health Services (Medi-Cal) Billing Totals	442,748		\$1,415,542
Estimated % of Clients that are Medi-Cal Beneficiaries			96%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			\$1,415,542
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)		76.00%	\$1,075,812
MEDI-CAL REVENUE TOTAL			\$1,075,812

## OTHER REVENUE:

4100	Other - Client Rent Income	\$100,000
4200	Other - Other Health Coverage	\$1,614
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$101,614

## MHSA FUNDS:

	Prevention & Early Intervention (PEI) Funds	\$0
	Community Services & Supports (CSS) Funds	\$1,537,398
	Innovation (INN) Funds	\$0
	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$1,537,398
<b>TOTAL PROGRAM REVENUE</b>		<b>\$2,714,824</b>

**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**  
**FY 2020 - 2021 | 07/01/20 - 06/30/21**  
**Mental Health (MH) Budget**  
**BUDGET NARRATIVE - EXPENSES**

**PROGRAM EXPENDITURES**

<b>Personnel Salaries, Payroll Taxes &amp; Employee Benefits</b>	<b>\$1,173,363</b>
<i>Line Items 0001- 0042</i>	

The itemized expenses in this category, as shown in each budget line item, include each of our staff positions, their budgeted FTE percentage, and whether the positions are administrative or direct service. All positions are full-time except the interns, who are part-time (0.5 FTE). The staff members shown at less than 1.0 FTE are actually full-time but allocated between multiple programs. Our payroll taxes and employee benefits are also shown in detail, allocated between admin and direct.

<b>Facilities/Equipment Expenses</b>	<b>\$176,679</b>
<i>Line Items 1010-1014</i>	

The itemized expenses in this category, as shown in each budget line item, include:

- Building rent/lease for office/program space at The Hacienda. The CAM charges, which are part of this expense, include utilities, waste management, water and sewage, security service, and standard property maintenance.
- Expenses for rental of copier machine.
- Monthly payments for 5 leased vehicles.
- Potential one-time expenses for utilities, waste management, or water (which may not be included in CAM charges).
- Minor repairs and maintenance for facility including, but not limited to replacement of locks, minor breakage, internal phone line repairs, building cleaning, and other repairs required for safe operation of the program at the leased facility.
- Equipment repairs/maintenance that encompass the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
- Minor equipment replacement of existing equipment that in the normal course of use is worn out and either cannot be repaired or is not practical to have repaired.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).



## Operating Expenses

\$109,180

*Line Items 1060-1077*

The itemized expenses in this category, as shown in each budget line item, include:

- Recurring costs of phones, cell phones, laptop data/internet device, and internet services.
- Potential purchases of business cards for new staff.
- Office supplies utilized for program operation, including paper, pens, pencils, folders, staples, paper clips, printer cartridges, binders, folder tabs, client chart supplies, and postage.
- Housekeeping supplies such as cleaning products, bathroom products, non stationary paper goods, cleaning, and trash supplies.
- Recreational/occupational therapy supplies used by clients for their treatment plan.
- Medical supplies that consist of miscellaneous items such as latex gloves, cotton, alcohol swipes, etc., in addition to charges for laboratory tests for clients (i.e. blood tests).
- In-County mileage reimbursements of staff (without clients) traveling to and from events, meetings and trainings in conjunction with program operations and responsibilities. This also includes gasoline costs for leased vehicles.
- Out-of-County mileage reimbursements and/or leased vehicles gasoline, in addition to hotel and flight expenses related to the attendance of conferences, training, and staff programmatic/training visits to the Corporate Office in San Diego.
- Staff development/training costs include CPR and First Aid trainings for staff, MHS course requirements (via Relias platform), and registrations for staff development and trainings held in collaboration with the program's mission (Forensic Mental Health, Evidence-based Trainings, etc.). Also included here are service fees and cost of supplies for hosting and providing community trainings.
- Fresno County EHR system: Avatar expenses per user based on published County rates.
- Department Of Motor Vehicles registration renewals.
- Microsoft license expense for users at the program.
- Other business services expenses that include the costs associated with banking services (which does not include interest expense) and other miscellaneous services.
- Associated costs for hiring of new employees such as TB screenings, assessments, drug screenings, background checks, and fingerprinting.
- Initial staff training of Common Ground Software (for client support and treatment).

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Financial Services Expenses</b>	<b>\$368,583</b>
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*Line Items 1080-1085*

The itemized expenses in this category, as shown in each budget line item, include:

- Accounting fees incurred by this program, including the required Federal Office of Management and Budget (OMB-133) audit.
- Insurance consists of professional liability insurance and general insurance for Auto's, Commercial, D&O, Umbrella, Criminal Dishonesty, and Sexual Misconduct. These costs are pro-rated to this program based upon the ratio of program expenses (excluding purchased services) divided by program expenses for all MHS programs during each period of allocation. Auto insurance is directly allocated based on our vehicle's premiums.
- Indirect/administrative expense per Federally approved Indirect Rate of 14.9%.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Special Expenses</b>	<b>\$208,356</b>
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*Line Items 1090-1092*

The itemized expenses in this category, as shown in each budget line item, include:

- Costs of providing interpreter services when needed.
- Psychiatrist service expense outside of the MHS, Inc. staff.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Fixed Assets</b>	<b>\$12,717</b>
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*Line Items 1190-1193*

The itemized expenses in this category, as shown in each budget line item, include:

- One time set-up fee (software) of Common Ground Software (for client support and treatment).
- One desktop computer for client lounge.
- Potential needed purchase of IT equipment and other software expenses that would be considered fixed asset based on County regulations.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

Non-Medi-Cal Client Support Expenses	\$665,946
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*Line Items 2000-2002.8*

The itemized expenses in this category, as shown in each budget line item, include:

- Client Housing Support Expenditures, which include Master Leases at the Glenn Apartments, room & board, room & care, and Residential/Sober Living expenses for 3 clients per month.
- Wraparound expenses that cover client support/assistance, such as clothing, food, hygiene, transportation, employment related needs, education assistance, respite care, household items, utility vouchers when needed, and child care costs.
- Cost of transporting clients by staff (mileage reimbursement or gas for vehicles) and bus passes/cards for client transportation needs.

<b>PROGRAM EXPENDITURES:</b>	<b>\$2,714,824</b>
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### **PROGRAM REVENUES**

Medi-Cal Revenue	\$1,075,812
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Service delivery value (minutes x rates) for Medi-Cal beneficiaries and Medi-Cal allowed services.

Other Revenue	\$101,614
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Client rent collected for clients, based on a small percentage of their income. Also budgeting for other potential revenue that could be collected throughout the year, such as donations.

MHSA Funds	\$1,537,398
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MHSA funding amount allocated to this contract, per RFP guidelines.

<b>PROGRAM REVENUES:</b>	<b>\$2,714,824</b>
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**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**

**Mental Health (MH) Budget**

**FY 2021 - 2022 | 07/01/21 - 06/30/22**

Budget Categories -			Total Proposed Budget		
Line Item Description (Must be itemized)		FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Program Manager	0.95	\$83,861	\$0	\$83,861
0002	Compliance Specialist	0.24	\$13,101	\$0	\$13,101
0003	Billing Specialist	0.95	\$41,931	\$0	\$41,931
0004	Administrative Assistant	0.95	\$46,120	\$0	\$46,120
0005	Clinical Supervisor - Licensed	0.98	\$66,533	\$16,633	\$83,167
0006	Registered Nurse (RN)	0.98	\$0	\$77,846	\$77,846
0007	Licensed Vocational Nurse (LVN)	0.98	\$0	\$54,059	\$54,059
0008	Program Supervisor (MH)	1.00	\$30,337	\$30,337	\$60,674
0010	Clinician - License Eligible	1.00	\$0	\$55,162	\$55,162
0011	Clinician - License Eligible, Bilingual	0.95	\$0	\$54,498	\$54,498
0012	Dual Recovery Specialist	0.95	\$0	\$52,404	\$52,404
0014	Family Peer Support Specialist	0.95	\$0	\$41,931	\$41,931
0015	Peer Dual Recovery Specialist	0.95	\$0	\$33,533	\$33,533
0016	Employment Specialist, Bilingual	0.95	\$0	\$44,025	\$44,025
0017	Housing Coordinator	0.98	\$51,898	\$0	\$51,898
0018	Housing Specialist, Bilingual	0.98	\$22,708	\$22,708	\$45,415
0019	Housing Specialist	0.98	\$21,628	\$21,628	\$43,255
0020	24/7 on-call capacity	0.048	\$0	\$3,938	\$3,938
0021	Vice President of Clinical Services	0.19	\$21,736	\$0	\$21,736
0022	Vice President of Supportive Housing	0.05	\$4,940	\$0	\$4,940
0023	Program Financial Analyst	0.07	\$4,323	\$0	\$4,323
0024	Intern (MH)	0.50	\$0	\$0	\$0
0025	Intern (MH)	0.50	\$0	\$0	\$0
0026	Intern (SUD)	0.50	\$0	\$0	\$0
0027	Intern (SUD)	0.50	\$0	\$0	\$0
SALARY TOTAL		18.07	\$409,114	\$508,701	\$917,815

PAYROLL TAXES:		Proportion:	45%	55%	
0030	OASDI		\$112	\$137	\$249
0031	FICA/MEDICARE		\$31,596	\$38,617	\$70,213
0032	SUI		\$1,932	\$2,362	\$4,294
PAYROLL TAX TOTAL			\$33,640	\$41,116	\$74,756
EMPLOYEE BENEFITS:					
0040	Retirement		\$33,041	\$40,384	\$73,425
0041	Workers Compensation		\$3,864	\$4,724	\$8,588
0042	Health Insurance (medical, vision, life, dental)		\$51,008	\$62,342	\$113,350
EMPLOYEE BENEFITS TOTAL			\$87,913	\$107,450	\$195,363
SALARY & BENEFITS GRAND TOTAL					\$1,187,934
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$117,614
1011	Rent/Lease Equipment				\$18,565
1012	Utilities				\$4,278
1013	Building Maintenance				\$29,927
1014	Equipment purchases (minor) and equipment repair/maintenance				\$7,818
FACILITY/EQUIPMENT TOTAL					\$178,201

## OPERATING EXPENSES:

1060	Telephone	\$32,875
1061	Answering Service	\$0
1062	Postage	\$484
1063	Printing/Reproduction	\$131
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$7,745
1067	Household Supplies	\$726
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$3,711
1070	Program Supplies - Medical	\$6,360
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$7,297
1073	Staff Travel (Out of County)	\$7,908
1074	Staff Training/Registration	\$8,020
1075	Lodging	\$0
1076	Other - Licenses/Taxes	\$13,147
1077	Other - Other Business Services	\$10,695
OPERATING EXPENSES TOTAL		\$99,099

## FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$161
1081	External Audit	\$0
1082	Liability Insurance	\$4,357
1083	Administrative Overhead	\$351,681
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$12,007
FINANCIAL SERVICES TOTAL		\$368,207

## SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$0
1091	Translation Services	\$484
1092	Medication Supports (Psychiatrist)	\$207,872
SPECIAL EXPENSES TOTAL		\$208,356

## FIXED ASSETS:

1190	Computers & Software	\$2,797
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$2,797

## NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$589,143
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$30,572
2002.2	Client Transportation & Support (SFC 72)	\$31,646
2002.3	Education Support (SFC 72)	\$571
2002.4	Employment Support (SFC 72)	\$571
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$13,714
2002.7	Utility Vouchers (SFC 72)	\$571
2002.8	Child Care (SFC 72)	\$571
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$667,359
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$2,711,953</b>

## MEDI-CAL REVENUE:

	Service (minutes)	Rate	\$ Amount
Mental Health Services (Therapy, Collateral, PD, Rehab, etc.)	140,114	\$3.20	\$448,365
Case Management	97,999	\$2.95	\$289,097
Crisis Services	8,776	\$4.48	\$39,315
Medication Support	107,779	\$5.90	\$635,895
Non-Billable Activity	87,594	\$0.00	\$0
Estimated Specialty Mental Health Services (Medi-Cal) Billing Totals	442,261		\$1,412,672
Estimated % of Clients that are Medi-Cal Beneficiaries			96%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			\$1,412,672
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)		76.00%	\$1,073,631
MEDI-CAL REVENUE TOTAL			\$1,073,631

## OTHER REVENUE:

4100	Other - Client Rent Income	\$100,000
4200	Other - Other Health Coverage	\$1,614
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$101,614

## MHSA FUNDS:

Prevention & Early Intervention (PEI) Funds	\$0
Community Services & Supports (CSS) Funds	\$1,536,709
Innovation (INN) Funds	\$0
Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL	\$1,536,709
TOTAL PROGRAM REVENUE	
	\$2,711,953

**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**  
**FY 2021 - 2022 | 07/01/21 - 06/30/22**  
**Mental Health (MH) Budget**  
**BUDGET NARRATIVE - EXPENSES**

**PROGRAM EXPENDITURES**

<b>Personnel Salaries, Payroll Taxes &amp; Employee Benefits</b>	<b>\$1,187,934</b>
<i>Line Items 0001- 0042</i>	

The itemized expenses in this category, as shown in each budget line item, include each of our staff positions, their budgeted FTE percentage, and whether the positions are administrative or direct service. All positions are full-time except the interns, who are part-time (0.5 FTE). The staff members shown at less than 1.0 FTE are actually full-time but allocated between multiple programs. Our payroll taxes and employee benefits are also shown in detail, allocated between admin and direct.

<b>Facilities/Equipment Expenses</b>	<b>\$178,201</b>
<i>Line Items 1010-1014</i>	

The itemized expenses in this category, as shown in each budget line item, include:

- Building rent/lease for office/program space at The Hacienda. The CAM charges, which are part of this expense, include utilities, waste management, water and sewage, security service, and standard property maintenance.
- Expenses for rental of copier machine.
- Monthly payments for 5 leased vehicles.
- Potential one-time expenses for utilities, waste management, or water (which may not be included in CAM charges).
- Minor repairs and maintenance for facility including, but not limited to replacement of locks, minor breakage, internal phone line repairs, building cleaning, and other repairs required for safe operation of the program at the leased facility.
- Equipment repairs/maintenance that encompass the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
- Minor equipment replacement of existing equipment that in the normal course of use is worn out and either cannot be repaired or is not practical to have repaired.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).



<b>Operating Expenses</b>	<b>\$99,099</b>
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*Line Items 1060-1077*

The itemized expenses in this category, as shown in each budget line item, include:

- Recurring costs of phones, cell phones, laptop data/internet device, and internet services.
- Potential purchases of business cards for new staff.
- Office supplies utilized for program operation, including paper, pens, pencils, folders, staples, paper clips, printer cartridges, binders, folder tabs, client chart supplies, and postage.
- Housekeeping supplies such as cleaning products, bathroom products, non stationary paper goods, cleaning, and trash supplies.
- Recreational/occupational therapy supplies used by clients for their treatment plan.
- Medical supplies that consist of miscellaneous items such as latex gloves, cotton, alcohol swipes, etc., in addition to charges for laboratory tests for clients (i.e. blood tests).
- In-County mileage reimbursements of staff (without clients) traveling to and from events, meetings and trainings in conjunction with program operations and responsibilities. This also includes gasoline costs for leased vehicles.
- Out-of-County mileage reimbursements and/or leased vehicles gasoline, in addition to hotel and flight expenses related to the attendance of conferences, training, and staff programmatic/training visits to the Corporate Office in San Diego.
- Staff development/training costs include CPR and First Aid trainings for staff, MHS course requirements (via Relias platform), and registrations for staff development and trainings held in collaboration with the program's mission (Forensic Mental Health, Evidence-based Trainings, etc.). Also included here are service fees and cost of supplies for hosting and providing community trainings.
- Fresno County EHR system: Avatar expenses per user based on published County rates.
- Department Of Motor Vehicles registration renewals.
- Microsoft license expense for users at the program.
- Other business services expenses that include the costs associated with banking services (which does not include interest expense) and other miscellaneous services.
- Associated costs for hiring of new employees such as TB screenings, assessments, drug screenings, background checks, and fingerprinting.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Financial Services Expenses</b>	<b>\$368,207</b>
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*Line Items 1080-1085*

The itemized expenses in this category, as shown in each budget line item, include:

- Accounting fees incurred by this program, including the required Federal Office of Management and Budget (OMB-133) audit.
- Insurance consists of professional liability insurance and general insurance for Auto's, Commercial, D&O, Umbrella, Criminal Dishonesty, and Sexual Misconduct. These costs are pro-rated to this program based upon the ratio of program expenses (excluding purchased services) divided by program expenses for all MHS programs during each period of allocation. Auto insurance is directly allocated based on our vehicle's premiums.
- Indirect/administrative expense per Federally approved Indirect Rate of 14.9%.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Special Expenses</b>	<b>\$208,356</b>
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*Line Items 1090-1092*

The itemized expenses in this category, as shown in each budget line item, include:

- Costs of providing interpreter services when needed.
- Psychiatrist service expense outside of the MHS, Inc. staff.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Fixed Assets</b>	<b>\$2,797</b>
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*Line Items 1190-1193*

The itemized expenses in this category, as shown in each budget line item, include:

- Potential needed purchase of IT equipment and other software expenses that would be considered fixed asset based on County regulations.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

Non-Medi-Cal Client Support Expenses	\$667,359
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*Line Items 2000-2002.8*

The itemized expenses in this category, as shown in each budget line item, include:

- Client Housing Support Expenditures, which include Master Leases at the Glenn Apartments, room & board, room & care, and Residential/Sober Living expenses for 3 clients per month.
- Wraparound expenses that cover client support/assistance, such as clothing, food, hygiene, transportation, employment related needs, education assistance, respite care, household items, utility vouchers when needed, and child care costs.
- Cost of transporting clients by staff (mileage reimbursement or gas for vehicles) and bus passes/cards for client transportation needs.

<b>PROGRAM EXPENDITURES:</b>	<b>\$2,711,953</b>
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### **PROGRAM REVENUES**

Medi-Cal Revenue	\$1,073,631
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Service delivery value (minutes x rates) for Medi-Cal beneficiaries and Medi-Cal allowed services.

Other Revenue	\$101,614
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Client rent collected for clients, based on a small percentage of their income. Also budgeting for other potential revenue that could be collected throughout the year, such as donations.

MHSA Funds	\$1,536,709
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MHSA funding amount allocated to this contract, per RFP guidelines.

<b>PROGRAM REVENUES:</b>	<b>\$2,711,953</b>
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**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**

**Mental Health (MH) Budget**

**FY 2022 - 2023 | 07/01/22 - 06/30/23**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Manager	0.95	\$86,371	\$0	\$86,371
0002 Compliance Specialist	0.24	\$13,496	\$0	\$13,496
0003 Billing Specialist	0.95	\$43,176	\$0	\$43,176
0004 Administrative Assistant	0.95	\$47,503	\$0	\$47,503
0005 Clinical Supervisor - Licensed	0.98	\$68,539	\$17,135	\$85,674
0006 Registered Nurse (RN)	0.98	\$0	\$80,190	\$80,190
0007 Licensed Vocational Nurse (LVN)	0.98	\$0	\$55,689	\$55,689
0008 Program Supervisor (MH)	1.00	\$31,252	\$31,252	\$62,504
0010 Clinician - License Eligible	1.00	\$0	\$56,826	\$56,826
0011 Clinician - License Eligible, Bilingual	0.95	\$0	\$56,138	\$56,138
0012 Dual Recovery Specialist	0.95	\$0	\$53,985	\$53,985
0014 Family Peer Support Specialist	0.95	\$0	\$43,176	\$43,176
0015 Peer Dual Recovery Specialist	0.95	\$0	\$34,540	\$34,540
0016 Employment Specialist, Bilingual	0.95	\$0	\$45,349	\$45,349
0017 Housing Coordinator	0.98	\$53,447	\$0	\$53,447
0018 Housing Specialist, Bilingual	0.98	\$23,391	\$23,391	\$46,781
0019 Housing Specialist	0.98	\$22,270	\$22,270	\$44,539
0020 24/7 on-call capacity	0.048	\$0	\$4,056	\$4,056
0021 Vice President of Clinical Services	0.19	\$21,736	\$0	\$21,736
0022 Vice President of Supportive Housing	0.05	\$4,940	\$0	\$4,940
0023 Program Financial Analyst	0.07	\$4,323	\$0	\$4,323
0024 Intern (MH)	0.50	\$0	\$0	\$0
0025 Intern (MH)	0.50	\$0	\$0	\$0
0026 Intern (SUD)	0.50	\$0	\$0	\$0
0027 Intern (SUD)	0.50	\$0	\$0	\$0
<b>SALARY TOTAL</b>	<b>18.07</b>	<b>\$420,442</b>	<b>\$523,996</b>	<b>\$944,438</b>

PAYROLL TAXES:		Proportion:	45%	55%	
0030	OASDI		\$112	\$137	\$249
0031	FICA/MEDICARE		\$32,512	\$39,738	\$72,250
0032	SUI		\$1,989	\$2,432	\$4,421
PAYROLL TAX TOTAL			\$34,613	\$42,307	\$76,920
EMPLOYEE BENEFITS:					
0040	Retirement		\$34,000	\$41,555	\$75,555
0041	Workers Compensation		\$3,979	\$4,863	\$8,842
0042	Health Insurance (medical, vision, life, dental)		\$52,487	\$64,151	\$116,638
EMPLOYEE BENEFITS TOTAL			\$90,466	\$110,569	\$201,035
SALARY & BENEFITS GRAND TOTAL					\$1,222,394

## FACILITIES/EQUIPMENT EXPENSES:

1010	Rent/Lease Building	\$119,431
1011	Rent/Lease Equipment	\$18,565
1012	Utilities	\$4,278
1013	Building Maintenance	\$29,927
1014	Equipment purchases (minor) and equipment repair/maintenance	\$8,064
FACILITY/EQUIPMENT TOTAL		\$180,264

## OPERATING EXPENSES:

1060	Telephone	\$32,875
1061	Answering Service	\$0
1062	Postage	\$484
1063	Printing/Reproduction	\$131
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$7,749
1067	Household Supplies	\$726
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$3,713
1070	Program Supplies - Medical	\$6,360
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$7,301
1073	Staff Travel (Out of County)	\$7,912
1074	Staff Training/Registration	\$8,024
1075	Lodging	\$0
1076	Other - Licenses/Taxes	\$13,153
1077	Other - Other Business Services	\$10,733
OPERATING EXPENSES TOTAL		\$99,161

## FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$161
1081	External Audit	\$0
1082	Liability Insurance	\$4,438
1083	Administrative Overhead	\$357,658
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$12,186
FINANCIAL SERVICES TOTAL		\$374,443

## SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$0
1091	Translation Services	\$484
1092	Medication Supports (Psychiatrist)	\$207,872
SPECIAL EXPENSES TOTAL		\$208,356

## FIXED ASSETS:

1190	Computers & Software	\$4,720
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$4,720

## NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$590,490
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$30,572
2002.2	Client Transportation & Support (SFC 72)	\$31,646
2002.3	Education Support (SFC 72)	\$571
2002.4	Employment Support (SFC 72)	\$571
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$13,714
2002.7	Utility Vouchers (SFC 72)	\$571
2002.8	Child Care (SFC 72)	\$571
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$668,706
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$2,758,044</b>

## MEDI-CAL REVENUE:

	Service (minutes)	Rate	\$ Amount
Mental Health Services (Therapy, Collateral, PD, Rehab, etc.)	149,537	\$3.20	\$478,519
Case Management	99,146	\$2.95	\$292,481
Crisis Services	8,776	\$4.48	\$39,315
Medication Support	109,906	\$5.90	\$648,447
Non-Billable Activity	87,594	\$0.00	\$0
Estimated Specialty Mental Health Services (Medi-Cal) Billing Totals	454,959		\$1,458,762
Estimated % of Clients that are Medi-Cal Beneficiaries			96%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			\$1,458,762
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)		76.00%	\$1,108,659
MEDI-CAL REVENUE TOTAL			\$1,108,659

## OTHER REVENUE:

4100	Other - Client Rent Income	\$100,000
4200	Other - Other Health Coverage	\$1,614
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$101,614

## MHSA FUNDS:

Prevention & Early Intervention (PEI) Funds	\$0
Community Services & Supports (CSS) Funds	\$1,547,771
Innovation (INN) Funds	\$0
Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL	\$1,547,771
TOTAL PROGRAM REVENUE	
	\$2,758,044

**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**  
**FY 2022 - 2023 | 07/01/22 - 06/30/23**  
**Mental Health (MH) Budget**  
**BUDGET NARRATIVE - EXPENSES**

**PROGRAM EXPENDITURES**

Personnel Salaries, Payroll Taxes & Employee Benefits	\$1,222,394
<i>Line Items 0001- 0042</i>	

The itemized expenses in this category, as shown in each budget line item, include each of our staff positions, their budgeted FTE percentage, and whether the positions are administrative or direct service. All positions are full-time except the interns, who are part-time (0.5 FTE). The staff members shown at less than 1.0 FTE are actually full-time but allocated between multiple programs. Our payroll taxes and employee benefits are also shown in detail, allocated between admin and direct.

Facilities/Equipment Expenses	\$180,264
<i>Line Items 1010-1014</i>	

The itemized expenses in this category, as shown in each budget line item, include:

- Building rent/lease for office/program space at The Hacienda. The CAM charges, which are part of this expense, include utilities, waste management, water and sewage, security service, and standard property maintenance.
- Expenses for rental of copier machine.
- Monthly payments for 5 leased vehicles.
- Potential one-time expenses for utilities, waste management, or water (which may not be included in CAM charges).
- Minor repairs and maintenance for facility including, but not limited to replacement of locks, minor breakage, internal phone line repairs, building cleaning, and other repairs required for safe operation of the program at the leased facility.
- Equipment repairs/maintenance that encompass the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
- Minor equipment replacement of existing equipment that in the normal course of use is worn out and either cannot be repaired or is not practical to have repaired.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).



## Operating Expenses

\$99,161

*Line Items 1060-1077*

The itemized expenses in this category, as shown in each budget line item, include:

- Recurring costs of phones, cell phones, laptop data/internet device, and internet services.
- Potential purchases of business cards for new staff.
- Office supplies utilized for program operation, including paper, pens, pencils, folders, staples, paper clips, printer cartridges, binders, folder tabs, client chart supplies, and postage.
- Housekeeping supplies such as cleaning products, bathroom products, non stationary paper goods, cleaning, and trash supplies.
- Recreational/occupational therapy supplies used by clients for their treatment plan.
- Medical supplies that consist of miscellaneous items such as latex gloves, cotton, alcohol swipes, etc., in addition to charges for laboratory tests for clients (i.e. blood tests).
- In-County mileage reimbursements of staff (without clients) traveling to and from events, meetings and trainings in conjunction with program operations and responsibilities. This also includes gasoline costs for leased vehicles.
- Out-of-County mileage reimbursements and/or leased vehicles gasoline, in addition to hotel and flight expenses related to the attendance of conferences, training, and staff programmatic/training visits to the Corporate Office in San Diego.
- Staff development/training costs include CPR and First Aid trainings for staff, MHS course requirements (via Relias platform), and registrations for staff development and trainings held in collaboration with the program's mission (Forensic Mental Health, Evidence-based Trainings, etc.). Also included here are service fees and cost of supplies for hosting and providing community trainings.
- Fresno County EHR system: Avatar expenses per user based on published County rates.
- Department Of Motor Vehicles registration renewals.
- Microsoft license expense for users at the program.
- Other business services expenses that include the costs associated with banking services (which does not include interest expense) and other miscellaneous services.
- Associated costs for hiring of new employees such as TB screenings, assessments, drug screenings, background checks, and fingerprinting.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Financial Services Expenses</b>	<b>\$374,443</b>
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*Line Items 1080-1085*

The itemized expenses in this category, as shown in each budget line item, include:

- Accounting fees incurred by this program, including the required Federal Office of Management and Budget (OMB-133) audit.
- Insurance consists of professional liability insurance and general insurance for Auto's, Commercial, D&O, Umbrella, Criminal Dishonesty, and Sexual Misconduct. These costs are pro-rated to this program based upon the ratio of program expenses (excluding purchased services) divided by program expenses for all MHS programs during each period of allocation. Auto insurance is directly allocated based on our vehicle's premiums.
- Indirect/administrative expense per Federally approved Indirect Rate of 14.9%.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Special Expenses</b>	<b>\$208,356</b>
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*Line Items 1090-1092*

The itemized expenses in this category, as shown in each budget line item, include:

- Costs of providing interpreter services when needed.
- Psychiatrist service expense outside of the MHS, Inc. staff.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Fixed Assets</b>	<b>\$4,720</b>
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*Line Items 1190-1193*

The itemized expenses in this category, as shown in each budget line item, include:

- Potential needed purchase of IT equipment and other software expenses that would be considered fixed asset based on County regulations.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

Non-Medi-Cal Client Support Expenses	\$668,706
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*Line Items 2000-2002.8*

The itemized expenses in this category, as shown in each budget line item, include:

- Client Housing Support Expenditures, which include Master Leases at the Glenn Apartments, room & board, room & care, and Residential/Sober Living expenses for 3 clients per month.
- Wraparound expenses that cover client support/assistance, such as clothing, food, hygiene, transportation, employment related needs, education assistance, respite care, household items, utility vouchers when needed, and child care costs.
- Cost of transporting clients by staff (mileage reimbursement or gas for vehicles) and bus passes/cards for client transportation needs.

<b>PROGRAM EXPENDITURES:</b>	<b>\$2,758,044</b>
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### **PROGRAM REVENUES**

Medi-Cal Revenue	\$1,108,659
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Service delivery value (minutes x rates) for Medi-Cal beneficiaries and Medi-Cal allowed services.

Other Revenue	\$101,614
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Client rent collected for clients, based on a small percentage of their income. Also budgeting for other potential revenue that could be collected throughout the year, such as donations.

MHSA Funds	\$1,547,771
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MHSA funding amount allocated to this contract, per RFP guidelines.

<b>PROGRAM REVENUES:</b>	<b>\$2,758,044</b>
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**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**

**Mental Health (MH) Budget**

**FY 2023 - 2024 | 07/01/23 - 06/30/24**

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Program Manager	0.95	\$88,960	\$0	\$88,960
0002 Compliance Specialist	0.24	\$13,901	\$0	\$13,901
0003 Billing Specialist	0.95	\$44,480	\$0	\$44,480
0004 Administrative Assistant	0.95	\$48,926	\$0	\$48,926
0005 Clinical Supervisor - Licensed	0.98	\$70,594	\$17,648	\$88,242
0006 Registered Nurse (RN)	0.98	\$0	\$82,596	\$82,596
0007 Licensed Vocational Nurse (LVN)	0.98	\$0	\$57,360	\$57,360
0008 Program Supervisor (MH)	1.00	\$32,188	\$32,188	\$64,376
0010 Clinician - License Eligible	1.00	\$0	\$58,531	\$58,531
0011 Clinician - License Eligible, Bilingual	0.95	\$0	\$57,818	\$57,818
0012 Dual Recovery Specialist	0.95	\$0	\$55,604	\$55,604
0014 Family Peer Support Specialist	0.95	\$0	\$44,480	\$44,480
0015 Peer Dual Recovery Specialist	0.95	\$0	\$35,588	\$35,588
0016 Employment Specialist, Bilingual	0.95	\$0	\$46,712	\$46,712
0017 Housing Coordinator	0.98	\$55,057	\$0	\$55,057
0018 Housing Specialist, Bilingual	0.98	\$24,094	\$24,094	\$48,188
0019 Housing Specialist	0.98	\$22,942	\$22,942	\$45,885
0020 24/7 on-call capacity	0.048	\$0	\$4,177	\$4,177
0021 Vice President of Clinical Services	0.19	\$21,736	\$0	\$21,736
0022 Vice President of Supportive Housing	0.05	\$4,940	\$0	\$4,940
0023 Program Financial Analyst	0.07	\$4,323	\$0	\$4,323
0024 Intern (MH)	0.50	\$0	\$0	\$0
0025 Intern (MH)	0.50	\$0	\$0	\$0
0026 Intern (SUD)	0.50	\$0	\$0	\$0
0027 Intern (SUD)	0.50	\$0	\$0	\$0
<b>SALARY TOTAL</b>	<b>18.07</b>	<b>\$432,141</b>	<b>\$539,740</b>	<b>\$971,881</b>

PAYROLL TAXES:		Proportion:	44%	56%	
0030	OASDI		\$110	\$139	\$249
0031	FICA/MEDICARE		\$32,714	\$41,635	\$74,349
0032	SUI		\$2,002	\$2,548	\$4,550
PAYROLL TAX TOTAL			\$34,826	\$44,323	\$79,149
EMPLOYEE BENEFITS:					
0040	Retirement		\$34,210	\$43,540	\$77,750
0041	Workers Compensation		\$4,004	\$5,096	\$9,100
0042	Health Insurance (medical, vision, life, dental)		\$52,812	\$67,216	\$120,028
EMPLOYEE BENEFITS TOTAL			\$91,026	\$115,851	\$206,877
SALARY & BENEFITS GRAND TOTAL					\$1,257,907

## FACILITIES/EQUIPMENT EXPENSES:

1010	Rent/Lease Building	\$121,301
1011	Rent/Lease Equipment	\$18,565
1012	Utilities	\$4,278
1013	Building Maintenance	\$29,927
1014	Equipment purchases (minor) and equipment repair/maintenance	\$7,822
FACILITY/EQUIPMENT TOTAL		\$181,892

## OPERATING EXPENSES:

1060	Telephone	\$32,875
1061	Answering Service	\$0
1062	Postage	\$484
1063	Printing/Reproduction	\$131
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$7,749
1067	Household Supplies	\$726
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$3,713
1070	Program Supplies - Medical	\$6,360
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$7,301
1073	Staff Travel (Out of County)	\$7,912
1074	Staff Training/Registration	\$8,024
1075	Lodging	\$0
1076	Other - Licenses/Taxes	\$13,153
1077	Other - Other Business Services	\$10,764
OPERATING EXPENSES TOTAL		\$99,193

## FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$161
1081	External Audit	\$0
1082	Liability Insurance	\$4,509
1083	Administrative Overhead	\$363,151
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$12,344
FINANCIAL SERVICES TOTAL		\$380,165

## SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant	\$0
1091	Translation Services	\$484
1092	Medication Supports (Psychiatrist)	\$207,872
SPECIAL EXPENSES TOTAL		\$208,356

## FIXED ASSETS:

1190	Computers & Software	\$2,799
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$2,799

## NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$591,881
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$30,572
2002.2	Client Transportation & Support (SFC 72)	\$31,646
2002.3	Education Support (SFC 72)	\$571
2002.4	Employment Support (SFC 72)	\$571
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$13,714
2002.7	Utility Vouchers (SFC 72)	\$571
2002.8	Child Care (SFC 72)	\$571
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$670,097
<b>TOTAL PROGRAM EXPENSES</b>		<b>\$2,800,409</b>

## MEDI-CAL REVENUE:

	Service (minutes)	Rate	\$ Amount
Mental Health Services (Therapy, Collateral, PD, Rehab, etc.)	147,021	\$3.20	\$470,466
Case Management	99,146	\$2.95	\$292,481
Crisis Services	8,776	\$4.48	\$39,315
Medication Support	118,452	\$5.90	\$698,865
Non-Billable Activity	87,594	\$0.00	\$0
Estimated Specialty Mental Health Services (Medi-Cal) Billing Totals	460,988		\$1,501,127
Estimated % of Clients that are Medi-Cal Beneficiaries			96%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			\$1,501,127
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)		76.00%	\$1,140,856
MEDI-CAL REVENUE TOTAL			\$1,140,856

## OTHER REVENUE:

4100	Other - Client Rent Income	\$100,000
4200	Other - Other Health Coverage	\$1,614
4300	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$101,614

## MHSA FUNDS:

Prevention & Early Intervention (PEI) Funds	\$0
Community Services & Supports (CSS) Funds	\$1,557,938
Innovation (INN) Funds	\$0
Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL	\$1,557,938
TOTAL PROGRAM REVENUE	
	\$2,800,409

**Co-Occurring Disorders Program | RFP No. 20-014**  
**Mental Health Systems, Inc. | Fresno IMPACT Program**  
**FY 2023 - 2024 | 07/01/23 - 06/30/24**  
**Mental Health (MH) Budget**  
**BUDGET NARRATIVE - EXPENSES**

**PROGRAM EXPENDITURES**

Personnel Salaries, Payroll Taxes & Employee Benefits	\$1,257,907
<i>Line Items 0001- 0042</i>	

The itemized expenses in this category, as shown in each budget line item, include each of our staff positions, their budgeted FTE percentage, and whether the positions are administrative or direct service. All positions are full-time except the interns, who are part-time (0.5 FTE). The staff members shown at less than 1.0 FTE are actually full-time but allocated between multiple programs. Our payroll taxes and employee benefits are also shown in detail, allocated between admin and direct.

Facilities/Equipment Expenses	\$181,892
<i>Line Items 1010-1014</i>	

The itemized expenses in this category, as shown in each budget line item, include:

- Building rent/lease for office/program space at The Hacienda. The CAM charges, which are part of this expense, include utilities, waste management, water and sewage, security service, and standard property maintenance.
- Expenses for rental of copier machine.
- Monthly payments for 5 leased vehicles.
- Potential one-time expenses for utilities, waste management, or water (which may not be included in CAM charges).
- Minor repairs and maintenance for facility including, but not limited to replacement of locks, minor breakage, internal phone line repairs, building cleaning, and other repairs required for safe operation of the program at the leased facility.
- Equipment repairs/maintenance that encompass the cost of a maintenance contract for the copier, monitoring of internet firewall, and the repair of other equipment not covered by maintenance agreements such as computers, printers, and telephones.
- Minor equipment replacement of existing equipment that in the normal course of use is worn out and either cannot be repaired or is not practical to have repaired.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).



<b>Operating Expenses</b>	<b>\$99,193</b>
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*Line Items 1060-1077*

The itemized expenses in this category, as shown in each budget line item, include:

- Recurring costs of phones, cell phones, laptop data/internet device, and internet services.
- Potential purchases of business cards for new staff.
- Office supplies utilized for program operation, including paper, pens, pencils, folders, staples, paper clips, printer cartridges, binders, folder tabs, client chart supplies, and postage.
- Housekeeping supplies such as cleaning products, bathroom products, non stationary paper goods, cleaning, and trash supplies.
- Recreational/occupational therapy supplies used by clients for their treatment plan.
- Medical supplies that consist of miscellaneous items such as latex gloves, cotton, alcohol swipes, etc., in addition to charges for laboratory tests for clients (i.e. blood tests).
- In-County mileage reimbursements of staff (without clients) traveling to and from events, meetings and trainings in conjunction with program operations and responsibilities. This also includes gasoline costs for leased vehicles.
- Out-of-County mileage reimbursements and/or leased vehicles gasoline, in addition to hotel and flight expenses related to the attendance of conferences, training, and staff programmatic/training visits to the Corporate Office in San Diego.
- Staff development/training costs include CPR and First Aid trainings for staff, MHS course requirements (via Relias platform), and registrations for staff development and trainings held in collaboration with the program's mission (Forensic Mental Health, Evidence-based Trainings, etc.). Also included here are service fees and cost of supplies for hosting and providing community trainings.
- Fresno County EHR system: Avatar expenses per user based on published County rates.
- Department Of Motor Vehicles registration renewals.
- Microsoft license expense for users at the program.
- Other business services expenses that include the costs associated with banking services (which does not include interest expense) and other miscellaneous services.
- Associated costs for hiring of new employees such as TB screenings, assessments, drug screenings, background checks, and fingerprinting.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Financial Services Expenses</b>	<b>\$380,165</b>
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*Line Items 1080-1085*

The itemized expenses in this category, as shown in each budget line item, include:

- Accounting fees incurred by this program, including the required Federal Office of Management and Budget (OMB-133) audit.
- Insurance consists of professional liability insurance and general insurance for Auto's, Commercial, D&O, Umbrella, Criminal Dishonesty, and Sexual Misconduct. These costs are pro-rated to this program based upon the ratio of program expenses (excluding purchased services) divided by program expenses for all MHS programs during each period of allocation. Auto insurance is directly allocated based on our vehicle's premiums.
- Indirect/administrative expense per Federally approved Indirect Rate of 14.9%.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Special Expenses</b>	<b>\$208,356</b>
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*Line Items 1090-1092*

The itemized expenses in this category, as shown in each budget line item, include:

- Costs of providing interpreter services when needed.
- Psychiatrist service expense outside of the MHS, Inc. staff.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

<b>Fixed Assets</b>	<b>\$2,799</b>
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*Line Items 1190-1193*

The itemized expenses in this category, as shown in each budget line item, include:

- Potential needed purchase of IT equipment and other software expenses that would be considered fixed asset based on County regulations.

MH and SUD expenses are allocated directly whenever possible. Total program expenses that are shared between MH and SUD are allocated based on Direct Labor Hours (DLH).

Non-Medi-Cal Client Support Expenses	\$670,097
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*Line Items 2000-2002.8*

The itemized expenses in this category, as shown in each budget line item, include:

- Client Housing Support Expenditures, which include Master Leases at the Glenn Apartments, room & board, room & care, and Residential/Sober Living expenses for 3 clients per month.
- Wraparound expenses that cover client support/assistance, such as clothing, food, hygiene, transportation, employment related needs, education assistance, respite care, household items, utility vouchers when needed, and child care costs.
- Cost of transporting clients by staff (mileage reimbursement or gas for vehicles) and bus passes/cards for client transportation needs.

<b>PROGRAM EXPENDITURES:</b>	<b>\$2,800,409</b>
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### **PROGRAM REVENUES**

Medi-Cal Revenue	\$1,140,856
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Service delivery value (minutes x rates) for Medi-Cal beneficiaries and Medi-Cal allowed services.

Other Revenue	\$101,614
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Client rent collected for clients, based on a small percentage of their income. Also budgeting for other potential revenue that could be collected throughout the year, such as donations.

MHSA Funds	\$1,557,938
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MHSA funding amount allocated to this contract, per RFP guidelines.

<b>PROGRAM REVENUES:</b>	<b>\$2,800,409</b>
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# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

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

### **DBH GOALS:**

Quadruple Aim

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

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

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

#### **1. Principle One - Timely Access & Integrated Services**

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 2. Principle Two - Strengths-based

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

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

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

### 4. Principle Four - Inclusive of Natural Supports

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 6. Principle Six - Culturally Responsive

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

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

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

### 8. Principle Eight - Co-occurring Capable

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

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

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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

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

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

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

**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.

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**For Individual Providers**

Name (print): \_\_\_\_\_

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

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_/\_\_\_\_/\_\_\_\_

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**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(S) 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(S) 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(S) 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(S) 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(S) who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR(S).

5. **PATIENTS' RIGHTS**

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



**Department of Behavioral Health**  
**Dawan Utecht, Mental Health Director/Public Guardian**

*Providing Quality Mental Health and Substance Abuse Services for the People of Fresno County*

**Information Notice**

Date: May 29, 2018

To: Fresno County Mental Health Plan and Substance Use Services Contracted Providers

Subject: New Policy and Procedure Guide Regarding Incident Reporting and Intensive Analysis PPG 1.2.4.

**Effective June 1<sup>st</sup>, 2018, all contracted providers working within the Fresno County Mental Health Plan and Substance Use Disorder Services Providers will need to follow the new instructions for reporting incidents.**

An “Incident” is any event that compromises the health and safety of clients, employees, or community members. Any employee having knowledge of an incident will need to follow the appropriate reporting process. Incident reports help to increase safety in the provision of behavioral health care and substance use disorder services as well as recommend possible system, policy and/or protocol changes.

**The list below includes types of incidents to report:**

- All client deaths (natural causes or unexplained/unknown reasons)
- Attempted suicide (resulting in serious injury)
- Homicide or attempts at homicide
- Injury connected to services or at a service site (self-inflicted or by accident)  
Example- a client trips and falls but doesn’t require medical attention
- Medical Emergency connected to services or at a service site  
Example: Client has a seizure/heart attack during appointment
- Other (i.e. Clients escaping from a locked facility, medication erroneously given during appointment or mistakenly prescribed)
- Violence, Abuse or Assault connected to services or at a service site (toward client, others or property; resulting in serious injury)  
Example: Client hits a staff member/another client, sets fire to a trash can in the building

**Reporting Process**

- 1.) The encrypted report shall be completed and signed by the employee involved in or first aware of an incident.
- 2.) Reviewed and signed by a supervisor and/or Program Director and sent encrypted to the designated Contract Staff Analyst and [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us)
- 3.) **\*\*\*MHRC’s and PHF’s** must ALSO send the encrypted 24-Hour Unusual Occurrence Report (UOR) to the designated reporting contact at DHCS, your Contract Staff Analyst and [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **24 hours** of an incident or first knowledge of an incident.

**Steps 1, 2 and 3** must be completed within **24 hours** of an incident or first knowledge of an incident.



All reported incidents are reviewed by the DBH Intensive Analysis Committee (IAC). If further information is needed, your analyst will contact you as soon as possible. If a reported incident is determined to be an Unusual Occurrence (*which the Department of Health Care Services defines as: any event which jeopardizes the health and/or safety of clients, staff, and/or members of the community including but not limited to physical injury and death*), Contracted Providers not licensed directly by the state, may elect to submit their own Unusual Occurrence Report (UOR) in lieu of a DBH Manager or Intensive Analysis Committee member. UOR's shall be emailed encrypted to the DHCS designated reporting contact (per DHCS instructions), your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) within **five (5)** calendar days of an incident or first knowledge of an incident.

UOR's sent to DHCS may be subject to further investigation and/or information requested by DHCS, such as: Site Reviews and Plan(s) of Correction. A courtesy copy of correspondence between contracted providers and DHCS regarding UOR's shall also be sent to your Contract Staff Analyst **and** [DBHIncidentReporting@co.fresno.ca.us](mailto:DBHIncidentReporting@co.fresno.ca.us) for informational purposes. DBH may also conduct site visits, request contracted providers attest that an Intensive Analysis or similar (incident review, root cause analysis) has occurred, and/or may request additional analysis or information when necessary.

**If you are not sure if something is considered a reportable incident, need clarification on the reporting process and/or need a copy of the reporting form(s), contact your Contract Staff Analyst for assistance.**

## Fresno County Department of Behavioral Health-Incident Report

Send completed forms to [dbhincidentreporting@co.fresno.ca.us](mailto:dbhincidentreporting@co.fresno.ca.us) and designated contract analyst within 24 hours of an incident or knowledge of an incident. **DO NOT COPY OR REPRODUCE/NOT** part of the medical record.

### Client Information

Last Name: Click or tap here to enter text. First Name: Click or tap here to enter text. Middle Initial: Click or tap here to enter text.

Date of Birth: Click or tap here to enter text. Client ID#: Click or tap here to enter text. Gender: ☐ Male ☐ Female

County of Origin: Click or tap here to enter text.

Name of Reporting Party: Click or tap here to enter text.

Name of Facility: Click or tap here to enter text.

Facility Address: Click or tap here to enter text.

Facility Phone Number: Click or tap here to enter text.

### Incident (check all that apply)

☐ Homicide/Homicide Attempt ☐ Attempted Suicide (resulting in serious injury) ☐ Death of Client ☐ Medical Emergency

☐ Injury (self-inflicted or by accident) ☐ Violence/Abuse/Attempts to Assault (toward others, client and/or property)

☐ Other- Specify (i.e. medication errors, client escaping from locked facility, fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community): Click or tap here to enter text.

Date of Incident: Click or tap here to enter text. Time of Incident: Click or tap here to enter text. ☐ am ☐ pm

Location of Incident: Click or tap here to enter text.

Description of the Incident (Attach additional sheet if needed): Click or tap here to enter text.

Key People Directly Involved in Incident (witnesses, staff): Click or tap here to enter text.

### Action Taken (check all that apply)

☐ Consulted with Physician ☐ Called 911/EMS ☐ First Aid/CPR Administered ☐ Law Enforcement Contacted

☐ Client removed from building ☐ Parent/Legal Guardian Contacted ☐ Other (Specify): Click or tap here to enter text.

Description of Action Taken: Click or tap here to enter text.

Outcome of Incident (If Known): Click or tap here to enter text.

Form Completed by: \_\_\_\_\_  
Printed Name Signature Date

Reviewed by Supervisor/Program Manager: \_\_\_\_\_  
Printed Name Signature Date

### For Internal Use only:

☐ Report to Administration ☐ Report to Intensive Analysis Committee for additional review ☐ Request Additional Information

☐ No Action ☐ Unusual Occurrence ☐ Other: Click or tap here to enter text.

Revised 12 /2017

### 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 (3) 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.

## National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

*The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:*

### Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

### Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

### Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

### Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

## The Case for the Enhanced National CLAS Standards

*Of all the forms of inequality, injustice in health care is the most shocking and inhumane.*  
— Dr. Martin Luther King, Jr.

Health equity is the attainment of the highest level of health for all people (U.S. Department of Health and Human Services [HHS] Office of Minority Health, 2011). Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age (World Health Organization, 2012), such as socioeconomic status, education level, and the availability of health services (HHS Office of Disease Prevention and Health Promotion, 2010). Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion (LaVeist, Gaskin, & Richard, 2009). Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services (Beach et al., 2004; Goode, Dunne, & Bronheim, 2006). By providing a structure to implement culturally and linguistically appropriate services, the enhanced National CLAS Standards will improve an organization's ability to address health care disparities.

The enhanced National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities (HHS, 2011) and the National Stakeholder Strategy for Achieving Health Equity (HHS National Partnership for Action to End Health Disparities, 2011), which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country. Similar to these initiatives, the enhanced National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

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## 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

- 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) 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).

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