

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of September, 2020, by and between the **COUNTY OF FRESNO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **TURNING POINT OF CENTRAL CALIFORNIA, INC.**, a California non-profit 501 (c) (3) corporation, whose address is P.O. Box 7447, Visalia, CA 93290, 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 forensic behavioral health program for pre-trial jail diversion to individuals who meet criteria under California Assembly Bill (AB) 1810, Penal Code 1001.36, and Welfare and Institutions Code section 4361; and

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

WHEREAS, CONTRACTOR is qualified and willing to operate said forensic behavioral health 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. 20-019 dated October 8, 2019, Addendum No. One (1) to COUNTY's RFP No. 20-019 dated November 1, 2019, and Addendum No. Two (2) to COUNTY'S RFP No. 20-019 dated November 6, 2019, collectively referred to herein as COUNTY's Revised RFP, and CONTRACTOR's response to said Revised RFP dated December 3, 2019; all incorporated herein by reference and made part of this Agreement.

C. CONTRACTOR acknowledges that COUNTY's DBH receives funding under California Department of State Hospitals (DSH) Jail Diversion to fund a portion of the COUNTY's forensic

1 behavioral health program. California AB 1810 and Senate Bill (SB) 215 enacted a non-competitive
2 funding opportunity for California counties that utilize state hospitals for inmates with felony offenses who
3 have been found incompetent to stand trial (IST).

4 In providing forensic behavioral health services, CONTRACTOR shall comply with
5 all terms and conditions of the DSH Diversion funding agreement between the Department of State
6 Hospitals and the COUNTY, attached hereto as Exhibit B and incorporated herein by this reference.
7 including any and all applicable modifications or amendments to such funding agreement.

8 D. CONTRACTOR shall align programs, services, and practices with the vision,
9 mission, and guiding principles of the COUNTY's DBH, as further described in Exhibit C "Guiding
10 Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of
11 this Agreement.

12 E. CONTRACTOR shall send to County's DBH upon execution of this Agreement, a
13 detailed plan ensuring clinically appropriate leadership and supervision of their clinical program.
14 Recruitment and retention of clinical leadership with the clinical competencies to oversee services based
15 on the level of care and program design presented herein shall be included in this plan. A description and
16 monitoring of this plan shall be provided.

17 F. CONTRACTOR shall participate in utilizing and integrating Reaching Recovery,
18 Child and Adolescent Needs and Strengths (CANS) and other clinical tools and measures as directed by
19 the COUNTY's DBH.

20 G. It is the expectation of the COUNTY that CONTRACTOR provide timely access to
21 services that meet the State of California standards for care. CONTRACTOR shall provide non-urgent
22 services within ten (10) business days from request/referral to first appointment. CONTRACTOR shall
23 provide psychiatry services within fifteen (15) business days from request/referral to first appointment.
24 CONTRACTOR shall provide urgent services as soon as needed based on each client's needs.
25 CONTRACTOR shall track timeliness of services to clients and provide a monthly report showing the
26 monitoring or tracking tool that captures this data. COUNTY and CONTRACTOR shall meet to go over
27 this monitoring tool on a monthly basis as needed. COUNTY shall take corrective action if there is a failure
28 to comply by CONTRACTOR with the above timely access standards. CONTRACTOR shall also provide

1 tracking tools and measurements for effectiveness, efficiency, and client satisfaction indicators as required
2 by Commission on Accreditation of Rehabilitation Facilities (CARF) standards and as further detailed in
3 Exhibit A.

4 C. Any change to CONTRACTOR's location of the service site(s) may be made only
5 upon sixty (60) days advance written notification to COUNTY's DBH Director and upon written approval
6 from the COUNTY's DBH Director or designee.

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

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

17 F. It is acknowledged by all parties hereto that the ramp up period shall commence
18 upon contract execution and end within sixty (60) days. The dates of the ramp up period and initial
19 operational period may be adjusted with the written approval of COUNTY's DBH Director or designee.

20 G. This Agreement provides for forensic behavioral health services that includes
21 outreach and engagement services, outpatient/intensive case management specialty mental health
22 services, full service partnership services and assertive community treatment services as detailed in
23 Exhibit A. CONTRACTOR shall collect, maintain and report all data and client information for the service
24 categories independent of one another, including but not limited to: Medi-Cal billing, other insurance or
25 revenue billing and reports; staff schedules and reports; performance measures; monthly invoices and
26 general ledgers; and other data as required.

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

1 I. CONTRACTOR shall participate in periodic workgroup meetings consisting of staff
2 from COUNTY's DBH to discuss service requirements, data reporting, outcomes measurement, training,
3 policies and procedures, overall program operations, and any problems or foreseeable problems that may
4 arise.

5 J. It is mutually agreed by all parties to this Agreement, that the program funded
6 under this Agreement shall be identified and subsequently named/branded through the review and
7 approval of COUNTY's DBH Director or designee. All print or media materials, including program
8 branding and program references shall be reviewed and approved by the COUNTY'S DBH Director or
9 designee. The program funded under this Agreement shall be identified as a "County of Fresno,
10 Department of Behavioral Health funded program", and operated by the CONTRACTOR under the
11 terms and conditions of this Agreement.

12 **2. TERM**

13 The term of this Agreement shall be effective upon execution through and including June
14 30, 2022.

15 This Agreement may be extended for one (1) additional consecutive twelve (12) month
16 period upon the written approval of both parties not later than sixty (60) days prior to the first day of the
17 next twelve (12) month extension period. The COUNTY's DBH Director or designee is authorized to
18 execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory
19 performance.

20 **3. TERMINATION**

21 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be
22 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
24 terminated at any time by giving CONTRACTOR sixty (60) days advance written notice.

25 B. Breach of Contract – COUNTY may immediately suspend or terminate this
26 Agreement in whole or in part, where in the determination of COUNTY there is:

- 27 1) An illegal or improper use of funds;
28 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.

4. COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual expenditures incurred in accordance with the CONTRACTOR's "budget" documents approved by the COUNTY's DBH Director or designee and attached hereto as Exhibit D and incorporated herein by this reference.

The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the following ramp-up period, (September 22, 2020 through December 31, 2020), shall not exceed Five Hundred Eighty-Seven Thousand Eight Hundred Ninety Two and No/100 Dollars (\$587,892.00). This is comprised of the following funding streams: Three Hundred Ninety Thousand Three Hundred Sixty and No/100 Dollars (\$390,360.00) in DSH Diversion funding and One Hundred Ninety Seven Thousand Five Hundred Thirty-Two and No/100 Dollars (\$197,532.00) in local MHSA funds to offset CONTRACTOR's program costs as set forth in the Exhibit D.

The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the following initial operating period of (January 1, 2021 through June 30, 2021), shall not exceed One Million Six Hundred Ninety-Seven Thousand Eighty-Two and No/100 Dollars (\$1,697,082.00).

1 This is comprised of the following funding streams: Five Hundred Ten Thousand Seven Hundred Eighty
2 and No/100 Dollars (\$510,780.00) in Medi-Cal Federal Financial Participation (FFP), One Thousand
3 Seven Hundred and No/100 Dollars (\$1,700.00) in client rents, Seven Hundred Seventy-Four
4 Thousand Six Hundred Twenty-Four and No/100 Dollars (\$774,624.00) in DSH Diversion funding and
5 Three Hundred Ninety-One Thousand Nine Hundred Seventy-Eight and No/100 Dollars (\$391,978.00)
6 in local MHSA funds to offset CONTRACTOR's program costs as set forth in the Exhibit D.

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 Nine Hundred Twelve Thousand One Hundred Six and No/100 Dollars (\$2,912,106.00). This is
10 comprised of the following funding streams: One Million One Hundred Ninety-Three Thousand Eight
11 Hundred Fourteen and No/100 Dollars (\$1,193,814.00) in Medi-Cal FFP, One Thousand Seven
12 Hundred and No/100 Dollars (\$1,700.00) in client rents, One Million One Hundred Thirty Nine
13 Thousand Eight Hundred Seventeen and No/100 Dollars (\$1,139,817.00) in DSH Diversion funding and
14 Five Hundred Seventy-Six Thousand Seven Hundred Seventy-Five and No/100 Dollars (\$576,775.00)
15 in local MHSA funds to offset CONTRACTOR's program costs as set forth in the Exhibit D.

16 The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement
17 for the following twelve (12) month period, (July 1, 2022 through June 30, 2023), shall not exceed
18 Three Million Three Hundred Thirty-Nine Thousand Seven Hundred Twenty-Four and No/100 Dollars
19 (\$3,339,724.00). This is comprised of the following funding streams: One Million One Hundred Ninety-
20 Three Thousand Eight Hundred Fourteen and No/100 Dollars (\$1,193,814.00) in Medi-Cal FFP, One
21 Thousand Seven Hundred and No/100 Dollars (\$1,700.00) in client rents, One Million Four Hundred
22 Twenty-Three Thousand Seven Hundred Fifty-Five and No/100 Dollars (\$1,423,755.00) in DSH
23 Diversion funding and Seven Hundred Twenty Thousand Four Hundred Fifty-Five and No/100 Dollars
24 (\$720,455.00) in local MHSA funds to offset CONTRACTOR's program costs as set forth in the Exhibit
25 D.

26 In no event shall the total maximum compensation amount under this Agreement for the
27 start up period, initial operating period, FY 2021-22 and FY 2022-23 combined exceed Eight Million
28 Five Hundred Eighteen Thousand Eight Hundred Four and No/100 Dollars (\$8,518,804.00).

1 A. It is understood by COUNTY and CONTRACTOR that any Medi-Cal FFP and
2 client reimbursements above the amounts stated herein will be used to directly offset the COUNTY's
3 contribution of DSH Diversion and MHSA funds as identified in Exhibit D, and may be used to expand
4 program services to clients and/or increase client program capacity with the written approval of the
5 COUNTY's DBH Director. CONTRACTOR shall submit a written request to the COUNTY's DBH
6 Director for such approval. The offset of funds will also be clearly identified in monthly invoices received
7 from CONTRACTOR as further described in Section Five (5) of this Agreement.

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

11 C. Prior to March 1st of each contract year, CONTRACTOR may provide to
12 COUNTY's DBH an updated budget and budget narrative in the format identified in Exhibit D for the
13 upcoming twelve (12) month period. Each budget shall require justification by the CONTRACTOR, and
14 written approval of COUNTY's DBH Director or designee, prior to April 1st for the upcoming twelve (12)
15 month period covered by said budget. An approved updated budget and budget narrative shall become
16 part of this Agreement upon written approval of COUNTY's DBH Director or designee. If said budget is not
17 received by the March 1st due date, the budget for the upcoming twelve (12) month period will remain at
18 the prior year's funding level. The amount of said approved budget shall not exceed the maximum
19 compensation for the current Agreement period.

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

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

26 F. Payments shall be made by COUNTY to CONTRACTOR in arrears for services
27 provided during the preceding month, within forty-five (45) days after the date of receipt and approval by
28 COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be made after

1 receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program costs, as
2 identified in Exhibit D, in the performance of this Agreement and shall be documented to COUNTY on a
3 monthly basis by the tenth (10th) of the month following the month of said expenditures.

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

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

12 I. The services provided by CONTRACTOR under this Agreement are funded in
13 whole or in part by the State of California. In the event that funding for these services is delayed by the
14 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment
15 shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of
16 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of
17 payment to COUNTY plus forty-five (45) days.

18 J. CONTRACTOR shall be held financially liable for any and all future
19 disallowances/audit exceptions due to CONTRACTOR deficiency discovered through the State audit
20 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election, the
21 disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall be
22 withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement
23 for any units of services rendered that are disallowed or denied by the COUNTY's DBH utilization review
24 process or through the State Department of Health Care Services (DHCS) cost report audit settlement
25 process for Medi-Cal eligible clients. Notwithstanding the above, COUNTY must notify CONTRACTOR
26 prior to any State audit process and/or COUNTY utilization review. To the extent allowable by law,
27 CONTRACTOR shall have the right to be present during each phase of any State audit process and/or
28 COUNTY utilization review and shall be provided all documentation related to each phase of any State

1 audit process and/or COUNTY utilization review. Additionally, prior to any disallowances/audit exceptions
2 becoming final, CONTRACTOR shall be given at least ten (10) business days to respond to such
3 proposed disallowances/audit exceptions.

4 K. It is understood by CONTRACTOR and COUNTY that this Agreement is funded
5 with mental health and substance use disorder funds to serve adults, many of whom have mental health
6 and co-occurring substance use disorders. It is further understood by CONTRACTOR and COUNTY that
7 funds shall be used to support appropriately integrated and documented treatment services for co-
8 occurring mental health and substance use disorders and that integrated services can be documented in
9 assessments, interventions, and program notes documenting linkages and services.

10 **5. INVOICING**

11 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each
12 month for actual expenses incurred during the prior month electronically to: 1)
13 dbhinvoicereview@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov; and 3)
14 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned COUNTY's DBH Staff
15 Analyst. After CONTRACTOR renders service to referred clients, CONTRACTOR shall invoice COUNTY
16 for payment, certify the expenditure, and submit electronic claiming data into COUNTY's electronic
17 information system for all clients, including those eligible for Medi-Cal as well as those that are not eligible
18 for Medi-Cal, including contracted cost per unit and actual cost per unit. Invoices and reports shall be in
19 such detail as acceptable to COUNTY's DBH, as described herein and in Section Fifteen (15) of this
20 Agreement. Billing information must include the client's name, client ID number, date of service, type of
21 mental health service provided, duration of service, client's International Classification of Diseases (ICD)
22 diagnosis, service provider name, units of service provided, rate of service provided, and actual amount of
23 service. No reimbursement for costs incurred by CONTRACTOR for services delivered under this
24 Agreement shall be made until the invoice and supporting documentation is received, verified, and
25 approved by COUNTY's DBH. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for
26 Federal reimbursement for Medi-Cal eligible clients.

27 B. If CONTRACTOR chooses to utilize the COUNTY's electronic health record system
28 (currently AVATAR, the preferred EHR system by DBH) method as their own full electronic health records

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

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

23 D. CONTRACTOR shall submit monthly invoices and general ledgers to COUNTY's
24 DBH that itemize the line item charges for monthly program costs. Unallowable costs such as lobbying or
25 political donations must be deducted from the monthly invoice reimbursements. The invoices and general
26 ledgers will serve as tracking tools to determine if CONTRACTOR's program costs are in accordance with
27 its budgeted cost. Failure to submit reports and other supporting documentation shall be deemed
28 sufficient cause for COUNTY to withhold payments until there is compliance, as further described in

1 Section Five (5) herein.

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

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

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

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

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

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

27 M. If a client has dual coverage, such as other health coverage (OHC) or Federal
28 Medicare, CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial or have

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

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

19 O. Medi-Cal Certification and Mental Health Plan Compliance
20 CONTRACTOR shall establish and maintain Medi-Cal certification or become
21 certified within ninety (90) days of the execution of this Agreement through COUNTY's DBH. In addition,
22 CONTRACTOR shall work with COUNTY's DBH to execute the process if not currently certified by
23 COUNTY for credentialing of staff. Service location must be approved by COUNTY's DBH during the
24 Medi-Cal certification process. During this process, the CONTRACTOR shall obtain a legal entity number
25 established by DHCS as this is a requirement for maintaining COUNTY's MHP Organizational Provider
26 status throughout the term of this Agreement. CONTRACTOR shall become Medi-Cal certified prior to
27 providing services to Medi-Cal eligible clients and seeking reimbursement from the COUNTY.
28 CONTRACTOR will not be reimbursed by COUNTY for any services rendered prior to Medi-Cal

1 certification. CONTRACTOR shall comply with any and all requests and directives associated with
2 COUNTY maintaining State Medi-Cal site certification.

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

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

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

19 **6. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties, and obligations assumed by CONTRACTOR under this
21 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
22 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
23 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
24 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to
25 control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
26 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
27 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
28 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and

1 regulations, if any, of governmental authorities having jurisdiction over matters, which are directly or
2 indirectly the subject of this Agreement.

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

11 **7. MODIFICATION**

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

14 Notwithstanding the above, changes to staffing, volume of units of services/types of service
15 units and service rates to be provided as set forth in Exhibit D, may be made with the written approval of
16 COUNTY's DBH Director or designee. Changes to services and responsibilities of CONTRACTOR, as
17 needed, to accommodate changes in the laws relating to mental health and substance use disorder
18 treatment, as set forth in Exhibit A, may be made with the signed written approval of COUNTY's DBH
19 Director or designee and CONTRACTOR through an amendment approved by COUNTY's Counsel and
20 the COUNTY's Auditor-Controller/Treasurer-Tax Collector's Office.

21 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,
22 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the individual program
23 budgets, as set forth in Exhibit D, that do not exceed ten percent (10%) of the maximum compensation
24 payable to CONTRACTOR, and movement of funds between the individual program budgets that does not
25 exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, may be made
26 with the written approval of COUNTY's DBH Director or designee. Modifications shall not result in any
27 change to the maximum compensation amounts payable to CONTRACTOR, as stated in this Agreement.

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1 **8. NON-ASSIGNMENT**

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

4 **9. HOLD-HARMLESS**

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

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

15 **10. INSURANCE**

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

19 A. Commercial General Liability

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

25 B. Automobile Liability

26 Comprehensive Automobile Liability Insurance with limits no less than One
27 Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
28 Coverage should include any automobile used in connection with this
Agreement. If CONTRACTOR's employees are not covered by
CONTRACTOR's automobile liability insurance policy, CONTRACTOR shall
ensure that each employee as part of this Agreement procures and maintains

1 their own private automobile coverage in force during the term of this Agreement,
2 at the employee's sole cost and expense.

3 C. Real and Property Insurance

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

9 All Risk Property Insurance

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

15 D. Professional Liability

16 Professional Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
18 aggregate. This coverage shall be issued on a per claim basis. CONTRACTOR
19 agrees that it shall maintain, at its sole expense, in full force and effect for a
20 period of five (5) years following the termination of this Agreement, one or more
21 policies of professional liability insurance with limits of coverage as specified
22 herein. The retroactive date must be shown and must be before the effective
23 date of the Agreement or the beginning of services performed under the
24 Agreement. The policy must be maintained and evidence of insurance must be
25 provided for at least five (5) years after completion of Agreement services. If
26 coverage is canceled or non-renewed, and not replaced with another claims-
27 made policy form with a retroactive date prior to the Agreement effective date,
28 the CONTRACTOR must purchase "extended reporting" coverage for a minimum
of five (5) years after completion.

E. Worker's Compensation

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

F. Molestation and Social Services Coverage

CONTRACTOR shall have either separate policies or an umbrella policy with
endorsements covering Molestation and Social Services Liability coverage or
have a specific endorsement on their General Commercial liability policy covering
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.

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1 G. Cyber Liability

2 Cyber Liability Insurance, with limits not less than Two Million Dollars
3 (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000)
4 aggregate. Coverage shall be sufficiently broad to respond to duties and
5 obligations undertaken by CONTRACTOR in this agreement and shall include,
6 but not be limited to, claims involving infringement of intellectual property,
7 including but not limited to infringement of copyright, trademark, trade dress,
8 invasion of privacy violations, information theft, damage to or destruction of
9 electronic information, release of private information, alteration of electronic
10 information, extortion and network security. The policy shall provide coverage for
11 breach response costs as well as regulatory fines and penalties as well as credit
12 monitoring expenses with limits sufficient to respond to these obligations.

9 Additional Requirements Relating to Insurance

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

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

22 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
23 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
24 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 3133 N.
25 Millbrook Ave, Fresno, California, 93703, Attention: Adult Services Division, Forensic Behavioral Health
26 Services Unit or electronically to dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the
27 assigned COUNTY's DBH Staff Analyst, stating that such insurance coverages have been obtained and
28 are in full force; that the County of Fresno, its officers, agents, and employees will not be responsible for

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

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

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

14 **11. LICENSES/CERTIFICATES**

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

23 **12. RECORDS**

24 CONTRACTOR shall maintain its records in COUNTY's EHR system (currently Avatar)
25 in accordance with Exhibit G, "Documentation Standards for Client Records," attached hereto and
26 incorporated herein by reference and made part of this Agreement. The client record shall begin with
27 registration and intake and include client authorizations, assessments, plans of care, and progress
28 notes, as well as other documents as approved by the COUNTY's DBH. COUNTY shall be allowed to

1 review records of services provided, including the goals and objectives of the treatment plan, and how
2 the therapy provided is achieving the goals and objectives. If CONTRACTOR determines to maintain
3 its records in COUNTY's EHR system, it shall provide COUNTY's DBH Director, or designee, with a
4 thirty (30) day notice. If at any time CONTRACTOR chooses not to maintain its records in COUNTY's
5 EHR system, it shall provide COUNTY'S DBH Director, or designee, with a thirty (30) day notice and
6 CONTRACTOR will be responsible for obtaining its own system, at its own cost, for Electronic Health
7 Record management. Disclaimer – COUNTY makes no warranty or representation that information
8 entered into the COUNTY's EHR system by CONTRACTOR will be accurate, adequate or satisfactory
9 for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control,
10 or transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing,
11 use, disclosure, or breach. CONTRACTOR is solely responsible for client information entered by
12 CONTRACTOR into the COUNTY's EHR system. CONTRACTOR agrees that all Private Health
13 Information (PHI) maintained by CONTRACTOR in COUNTY's EHR system will be maintained in
14 conformance with all Health Insurance Portability and Accountability Act (HIPAA) laws, as stated in
15 Section Nineteen (19), "Health Insurance Portability and Accountability Act".

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

20 **13. REPORTS**

21 A. Outcome Reports

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

25 B. DSH Diversion Reporting

26 COUNTY is responsible for providing a report to the State which will describe and
27 evaluate the DSH diversion funding for essential planning purposes, maintaining program accountability
28 and program monitoring. CONTRACTOR is required to submit quarterly to the COUNTY's DBH such

1 statutory outcome data reporting in accordance with Exhibit H, attached hereto and incorporated by
2 reference. Outcome data and report requirements are subject to change at State and COUNTY's DBH
3 discretion.

4 C. Additional Reports

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

12 D. Cost Report

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

28 Cost Reports must be submitted to the COUNTY as a hard copy with a signed

1 cover letter and electronic copy of completed DHCS cost report form along with requested support
2 documents following each fiscal year ending June 30th. During the month of September of each year this
3 Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the
4 training session, DHCS cost report template worksheets, and deadlines to submit, as determined by State
5 DHCS annually. CONTRACTOR shall remit a hard copy of cost report to County of Fresno, Attention:
6 Cost Report Team, PO BOX 45003, Fresno CA 93718. CONTRACTOR shall remit the electronic copy or
7 any inquiries to DBHcostreportteam@fresnocountyca.gov.

8 All Cost Reports must be prepared in accordance with General Accepted
9 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and
10 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost report and
11 invoice reimbursement.

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

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

17 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR
18 agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings
19 related to the reimbursement provided under this Agreement. CONTRACTOR will participate in the
20 several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases of initial cost
21 reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit
22 settlement are: State DHCS audit 1) initial cost reporting – after an internal review by COUNTY, the
23 COUNTY files the cost report with State DHCS on behalf of CONTRACTOR’s legal entity for the fiscal
24 year; 2) Settlement – State reconciliation of records for paid Medi-Cal services, approximately 18 to 36
25 months following the State close of the fiscal year, DHCS will send notice for any settlement under this
26 provision to COUNTY; and 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement
27 DHCS may conduct a review of medical records, cost report along with support documents submitted to
28 COUNTY in initial submission to determine accuracy and may disallow costs and/or units of services.

1 COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with
2 CONTRACTOR until resolution of the appeal. DHCS Audits will follow Federal Medicaid procedures for
3 managing overpayments.

4 If at the end of the Audit Settlement, COUNTY determines that it overpaid
5 CONTRACTOR, it will require CONTRACTOR to repay the Medi-Cal related overpayment back to
6 COUNTY. Funds owed to COUNTY will be due within forty-five (45) days of notification by COUNTY, or
7 COUNTY shall withhold future payments until all excess funds have been recouped by means of an offset
8 against any payments then or thereafter owing to COUNTY under this or any other Agreement between
9 the COUNTY and CONTRACTOR.

10 **14. MONITORING**

11 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, and the
12 State Department of Health Care Services or their designees, the right to review and monitor records,
13 services, or procedures, at any time, in regard to clients, as well as the overall operation of
14 CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this
15 Agreement.

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

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

20 **16. COMPLIANCE WITH STATE REQUIREMENTS**

21 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
22 agreement with the State of California Department Health Care Services, and that under said agreement
23 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere
24 to all State requirements, including those identified in Exhibit I, "State Mental Health Requirements",
25 attached hereto and by this reference incorporated herein and made part of this Agreement.

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

27 CONTRACTOR shall be required to maintain organizational provider certification by
28 COUNTY. CONTRACTOR must meet Medi-Cal organization provider standards as listed in Exhibit J,

1 "Medi-Cal Organizational Provider Standards", attached hereto and by this reference incorporated herein
2 and made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or
3 Provider in Exhibit J shall refer to CONTRACTOR.

4 CONTRACTOR shall inform every client of their rights under the COUNTY's Mental Health
5 Plan as described in Exhibit K, "Mental Health Plan Grievances and Appeals Process", attached hereto
6 and by this reference incorporated herein and made part of this Agreement.

7 CONTRACTOR shall also file an incident report for all incidents involving clients, following
8 the COUNTY's DBH "Incident Reporting and Intensive Analysis" policy and procedure guide and using the
9 "Incident Report" protocol and user guide identified in Exhibit L, attached hereto and by this reference
10 incorporated herein and made part of this Agreement.

11 **18. CONFIDENTIALITY**

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

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

16 COUNTY and CONTRACTOR each consider and represent themselves as covered
17 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
18 191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

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

21 COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of
22 PHI pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for
23 Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder
24 by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.
25 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require CONTRACTOR to enter
26 into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited
27 to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations.

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1 **20. DATA SECURITY**

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

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

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

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

16 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

22 C. COUNTY-Owned Computer Equipment

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

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

27 E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity
28 and security of COUNTY's confidential information and prevent unauthorized access, viewing, use, or

1 disclosure of data maintained in computer files, program documentation, data processing systems, data
2 files, and data processing equipment which stores or processes COUNTY data internally and externally.

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

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

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

15 **21. PROPERTY OF COUNTY**

16 A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and
17 intangible property obtained or controlled under COUNTY for use in operational capacity and will benefit
18 COUNTY for a period more than one year. Depreciation of the qualified items will be on a straight-line
19 basis.

20 For COUNTY purposes, fixed assets must fulfill three (3) qualifications:

- 21 1) Have life span of over one year;
22 2) Is not a repair part; and
23 3) Must be valued at or greater than the capitalization thresholds for the asset

24 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
- And Capital Lease \$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset Log, attached hereto as Exhibit M and by this reference incorporated herein and made part of this Agreement, 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 One Thousand and No/100 Dollars (\$1,000.00), with over one year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR will maintain a tracking system on the items on Exhibit M. Items are not required to be capitalized or depreciated and are subject to annual inventory for compliance.

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

CONTRACTOR further agrees to the following:

- 1) Maintain all items of equipment in good working order and condition, normal wear and tear is expected;
- 2) Label all items of equipment with COUNTY assigned program number, perform periodic inventories as required by COUNTY, and maintain an inventory list showing where and

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

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

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

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

22 **22. NON-DISCRIMINATION**

23 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not
24 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin,
25 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
26 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor
27 shall they discriminate unlawfully against any employee or applicant for employment because of race,
28 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

1 genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or
2 military and veteran status.

3 CONTRACTOR shall ensure that the evaluation and treatment of employees and
4 applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall
5 comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12800 et seq.), the
6 regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5,
7 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5), and the
8 regulations or standards adopted by the awarding state agency to implement such article. CONTRACTOR
9 shall permit access by representatives of the Department of Fair Employment and Housing and the
10 awarding state agency upon reasonable notice at any time during the normal business hours, but in no
11 case less than twenty-four (24) hours notice, to such of its books, records, accounts, and all other sources
12 of information and its facilities as said department or agency shall require to ascertain compliance with this
13 clause. CONTRACTOR and its subcontractors shall give written notice of their obligations under this
14 clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal.
15 Code Regs., tit. 2, §11105.) CONTRACTOR shall include the non-discrimination and compliance
16 provisions of this clause in all subcontracts to perform work under this Agreement.

17 **23. CULTURAL COMPETENCY**

18 As related to Cultural and Linguistic Competence:

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

24 B. CONTRACTOR shall comply with requirements of policies and procedures for
25 ensuring access and appropriate use of trained interpreters and material translation services for all
26 limited and/or no English proficient beneficiaries, including, but not limited to, assessing the cultural and
27 linguistic needs of the beneficiaries, training of staff on the policies and procedures, and monitoring its
28 language assistance program. CONTRACTOR's policies and procedures shall ensure compliance of any

1 subcontracted providers with these requirements.

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

9 D. CONTRACTOR shall ensure that employees, agents, subcontractors, and/or
10 partners who interpret or translate for a beneficiary or who directly communicate with a beneficiary in a
11 language other than English (1) have completed annual training provided by COUNTY at no cost to
12 CONTRACTOR; (2) have demonstrated proficiency in the beneficiary's language; (3) can effectively
13 communicate any specialized terms and concepts specific to CONTRACTOR's services; and (4) adheres
14 to generally accepted interpreter ethic principles. As requested by COUNTY, CONTRACTOR shall identify
15 all who interpret for or provide direct communication to any program beneficiary in a language other than
16 English and identify when the CONTRACTOR last monitored the interpreter for language competence.

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

26 F. Cultural competency training for CONTRACTOR staff should be substantively
27 integrated into health professions education and training at all levels, both academically and functionally,
28 including core curriculum, professional licensure, and continuing professional development programs. As

1 requested by COUNTY, CONTRACTOR shall report on the completion of cultural competency trainings to
2 ensure direct service providers are completing a minimum of one (1) cultural competency training annually.

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

6 **24. AMERICANS WITH DISABILITIES ACT**

7 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
8 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
9 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
10 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
11 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
12 information technology (EIT) accessible to people with disabilities. California Government Code section
13 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

14 **25. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

1 representatives, a copy of such subcontract and such books, documents, and records of such organization
2 as are necessary to verify the nature and extent of such costs.

3 **26. SINGLE AUDIT CLAUSE**

4 A. If CONTRACTOR expends Seven Hundred Fifty Thousand and No/100 Dollars
5 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an
6 annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of
7 Management and Budget (OMB) 2 CFR 200. CONTRACTOR shall submit said audit and management
8 letter to COUNTY. The audit must include a statement of findings or a statement that there were no
9 findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by
10 an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or
11 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Finance
12 Division for review within nine (9) months of the end of any fiscal year in which funds were expended
13 and/or received for the program. Failure to perform the requisite audit functions as required by this
14 Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,
15 contracting with a public accountant to perform said audit, or may result in the inability of COUNTY to enter
16 into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole
17 responsibility of CONTRACTOR.

18 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not
19 exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or
20 CONTRACTOR's only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a
21 program audit must be performed and a program audit report with management letter shall be submitted
22 by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR solvency. Said
23 audit report shall be delivered to COUNTY's DBH Finance Division for review no later than nine (9) months
24 after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure
25 to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a
26 qualified accountant to perform said audit. All audit costs related to this Agreement are the sole
27 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material
28 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this

1 paragraph shall be billed to CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-
2 Controller/Treasurer-Tax Collector.

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

8 **27. COMPLIANCE**

9 CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics
10 and the COUNTY's Compliance Program in accordance with Exhibit F. Within thirty (30) days of entering
11 into this Agreement with COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents,
12 and subcontractors providing services under this Agreement certify in writing, that he or she has received,
13 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall
14 ensure that within thirty (30) days of hire, all new employees, agents, and subcontractors providing
15 services under this Agreement shall certify in writing that he or she has received, read, understood, and
16 shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the
17 promotion of and adherence to the Contractor Code of Conduct is an element in evaluating the
18 performance of CONTRACTOR and its employees, agents and subcontractors.

19 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
20 employees, agents, and subcontractors providing services under this Agreement shall complete general
21 compliance training, and appropriate employees, agents, and subcontractors shall complete
22 documentation and billing or billing/reimbursement training. All new employees, agents, and
23 subcontractors shall attend the appropriate training within thirty (30) days of hire. Each individual who is
24 required to attend training shall certify in writing that he or she has received the required training. The
25 certification shall specify the type of training received and the date received. The certification shall be
26 provided to COUNTY's DBH Compliance Officer at 1925 E. Dakota Ave, Fresno, California 93726.
27 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon COUNTY
28 by the Federal Government as a result of CONTRACTOR's violation of the terms of this Agreement.

1 **28. ASSURANCES**

2 In entering into this Agreement, CONTRACTOR certifies that neither they, nor any of their
3 officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
4 Health Care Programs; that neither they, nor any of their officers, have been convicted of a criminal
5 offense related to the provision of health care items or services; nor have they, nor any of their officers,
6 been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,
7 debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR
8 is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement
9 with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such
10 CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services
11 rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by
12 Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR
13 is reinstated into participation in the Federal Health Care Programs.

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

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

27 1) In the event the potential employee or subcontractor informs
28 CONTRACTOR that he or she is excluded, suspended, debarred, or otherwise ineligible, or has been

1 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR hires
2 or engages such potential employee or subcontractor, CONTRACTOR will ensure that said employee or
3 subcontractor does no work, either directly or indirectly relating to services provided to COUNTY.

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

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

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

26 2) Notwithstanding the above, COUNTY, at its discretion, may terminate this
27 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
28 defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of

1 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.
2 Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY
3 to protect the interests of COUNTY clients.

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

7 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty
8 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of
9 CONTRACTOR's obligations as described in this Section.

10 **29. PUBLICITY PROHIBITION**

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

19 **30. COMPLAINTS**

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

27 Within ten (10) days after each incident or complaint affecting COUNTY clients,
28 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of

1 the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the
2 complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit K.
3 CONTRACTOR shall file an incident report for all incidents involving clients, following the protocol and user
4 guide identified in Exhibit L.

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

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

9 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
10 the following information must be disclosed by CONTRACTOR by completing Exhibit O, "Disclosure of
11 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and
12 made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty
13 (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to
14 this information within thirty-five (35) days of occurrence by completing Exhibit O. Submissions shall be
15 scanned portable document format (pdf) copies and are to be sent via email to COUNTY's DBH assigned
16 Staff Analyst.

17 CONTRACTOR is required to submit a set of fingerprints for any person with a five (5)
18 percent or greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this
19 Agreement where any person with a five (5) percent or greater direct or indirect ownership interest in
20 the CONTRACTOR did not submit timely and accurate information and cooperate with any screening
21 method required in CFR, Title 42, Section 455.416. Submissions shall be scanned pdf copies and are
22 to be sent via email to DBHContractedServicesDivision@fresnocountyca.gov. COUNTY may deny
23 enrollment or terminate this Agreement where any person with a five (5) percent or greater direct or
24 indirect ownership interest in CONTRACTOR has been convicted of a criminal offense related to that
25 person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years.

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

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

1 "CONTRACTOR"):

2 A. Within the three (3) year period preceding the Agreement award, they have been
3 convicted of, or had a civil judgment rendered against them for:

- 4 1) Fraud or a criminal offense in connection with obtaining, attempting to
5 obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
6 2) Violation of a federal or state antitrust statute;
7 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
8 or
9 4) False statements or receipt of stolen property.

10 B. Within the three (3) year period preceding the Agreement award, they have had a
11 public transaction (federal, state, or local) terminated for cause or default.

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

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

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

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

5 Members of a CONTRACTOR's Board of Directors shall disclose any self-dealing
6 transactions that they are a party to while CONTRACTOR is providing goods or performing services under
7 this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party
8 and in which one or more of its directors has a material financial interest. Members of the Board of
9 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
10 "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit Q and incorporated herein by
11 reference and made part of this Agreement, and submitting it to COUNTY prior to commencing with the
12 self-dealing transaction or immediately thereafter.

13 **34. AUDITS AND INSPECTIONS**

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

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

22 **35. NOTICES**

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

25 COUNTY

26 Director, Fresno County
27 Department of Behavioral Health
28 1925 E. Dakota Ave
 Fresno, CA 93726

CONTRACTOR

 Chief Executive Officer
 Turning Point of Central California, Inc.
 P.O. Box 7447
 Visalia, CA 93290-7447

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

16 **36. GOVERNING LAW**

17 Venue for any action arising out of or related to the Agreement shall only be in Fresno
18 County, California.

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

21 **37. ENTIRE AGREEMENT**

22 This Agreement, including all Exhibits, Revised RFP No. 20-019 and CONTRACTOR's
23 Response thereto, constitutes the entire agreement between CONTRACTOR and COUNTY with respect
24 to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
25 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless
26 expressly included in this Agreement. In the event of any inconsistency among these documents, the
27 inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this
28 Agreement, including all Exhibits; (2) to the Revised RFP; and (3) to the CONTRACTOR's Response to

1 the Revised RFP. A copy of COUNTY's Revised RFP No. 20-019 and CONTRACTOR's response
2 thereto shall be retained and made available during the term of this Agreement by COUNTY's DBH.

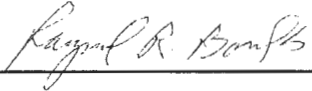
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| 3 | | |
| 4 | Exhibit A | Scope of Work |
| 5 | Exhibit B | DSH Diversion Funding |
| 6 | Exhibit C | DBH Guiding Principles of Care Delivery |
| 7 | Exhibit D | Budgets and Budget Narratives |
| 8 | Exhibit E | Electronic Health Records Software Charges |
| 9 | Exhibit F | FCMHP Compliance Plan and Code of Conduct |
| 10 | Exhibit G | Documentation Standards for Client Records |
| 11 | Exhibit H | DSH Diversion Data Dictionaries |
| 12 | Exhibit I | State Mental Health Requirements |
| 13 | Exhibit J | Medi-Cal Organizational Provider Standards |
| 14 | Exhibit K | Fresno County MHP Grievances and Appeals Process |
| 15 | Exhibit L | Protocol for Completion of Incident Report |
| 16 | Exhibit M | Fixed Asset and Sensitive Item Log |
| 17 | Exhibit N | National CLAS Standards |
| 18 | Exhibit O | Disclosure of Ownership and Control Interest Statement |
| 19 | Exhibit P | Certification Regarding Debarment |
| 20 | Exhibit Q | Self-Dealing Transaction Disclosure Form |

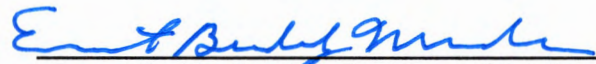
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **CONTRACTOR:**
5 **TURNING POINT OF**
6 **CENTRAL CALIFORNIA, INC.**

COUNTY OF FRESNO

7 By: 


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

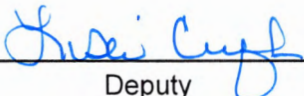
8 Print Name: Raymond R. Banks

9
10 Title: Chief Executive Officer
11 Chairman of Board, or President
12 or any Vice President

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

13
14 By: 

15
16 Print Name: Bruce Tyler

By 
Deputy

17
18 Title: Chief Financial Officer
19 Secretary of Corporation, or
20 any Assistant Secretary, or
21 Chief Financial Officer, or
22 any Assistant Treasurer

23 Mailing Address:
24 615 S. Atwood St.
25 Visalia, CA 93277
26 Phone No.: (559) 732-8086
27 Contact: Sharon Ross, COO

28 FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
Organization: 56304331 (MHSA FSP/ACT), 56304332 (MHSA OE/OP/ICM), 56302361 (DSH)
Account No.: 7295

**FORENSIC BEHAVIORAL HEALTH PROGRAM
PRE-TRIAL JAIL DIVERSION**

SCOPE OF WORK

CONTRACTOR: Turning Point of Central California, Inc.

CONTACT: TBD

SITE ADDRESS: TBD

CONTRACT TERM: September 22, 2020 – June 30, 2022 and One (1) Twelve-Month Renewal Option

I. PROJECT DESCRIPTION

Under Assembly Bill (AB) 1810 and Senate Bill (SB) 215, pre-trial jail diversion allows for community-based mental health services treatment in lieu of trial and sentencing by a jury or judge for those individuals diagnosed with a mental health disorder, which played a significant role in the charged offense. The increasing number of incompetent to stand trial (IST) individuals has also created long wait lists for restoration services at Department of State Hospitals (DSH) placements, and many of these individuals remain incarcerated and uncompensated. For counties who have transferred large number of individuals with felony crimes from county jails to a state hospital for IST services, DSH released one-time funding to implement AB 1810 pre-trial diversion program services and connect these individuals to local mental health treatments and supportive services. In collaboration with criminal justice partners and community stakeholders, the County of Fresno (COUNTY) developed the Forensic Behavioral Health Program (FBHP) with goals to promote recovery, self-sufficiency, and reintegration into the community, prevent further incarceration and recidivism, and avoid homelessness, hospitalization and institutional care for individuals with serious mental illness across a continuum of care setting during their term of diversion.

The FBHP is an evidence-based, five-tiered comprehensive treatment program for eligible diversion individuals. The program is specifically designed to allow for flexibility in moving the individual between the different levels of care seamlessly as clinically indicated all under one program: Assertive Community Treatment (ACT), Full-Service Partnership (FSP), Intensive Care Management (ICM), Outpatient (OP) and Outreach and Engagement (O&E). The levels are designed such that service frequency and intensity will be incrementally reduced (from ACT to OP) to facilitate increased recovery and independence for each individual. Upon successful engagement in the program for the designated amount of time as assigned by the courts, the criminal charges for which the individual was diverted may be dismissed. If the individual is still need of services after their diversion term ends, the FBHP may continue to provide services following the Risk-Needs-Responsivity (RNR) principle to meet their unique mental health treatment and support needs; otherwise, the individual will be transitioned into other appropriate programs in the existing behavioral health care system.

Mental health diversion processes are still being developed in the County and are expected to evolve to continue to improve service delivery and outcomes. The FBHP is a new program with success dependent on participation of collaborative criminal justice partners. CONTRACTOR shall be flexible and adaptable to meet this evolving diversion environment, and work with COUNTY's Department of Behavioral Health (DBH) for any evaluation for program performance and sustainability.

CONTRACTOR shall provide all services in accordance with the rules and regulations of AB 1810, SB 215, Penal Code (PC) Sections 1001.35 and 1001.36, Welfare and Institutions Code (W&IC) Section 4361, and Title 9 of California Code of Regulations, Sections 1810.226 and 3615.

II. SERVICES START DATE

Each of the capacity numbers identified below are understood to be the number of individuals on caseload within the FBHP at any given time regardless of level of care.

INITIAL OPERATING PERIOD (January 1, 2021 - June 30, 2021): Staff to capacity for ten (10) to thirty (30) individuals.

YEAR 1 (July 1, 2021 - June 30, 2022): Staff to capacity for thirty (30) individuals to sixty (60) individuals.

YEAR 2 (July 1, 2022 – June 30, 2023): Staff to capacity for sixty (60) individuals to seventy-five (75) individuals.

A minimum 90-day start-up time frame (September 22, 2020 through December 30, 2020) will allow for the program to ramp up. CONTRACTOR and DBH understand referrals are dependent through the courts' AB 1810 diversion proceedings. CONTRACTOR and DBH will remain in constant communication with regards to capacity based on funding streams, as well as the need to modify the ramp up period earlier or later than anticipated. Initial services are anticipated to start on January 1, 2021 or earlier as applicable.

III. TARGET POPULATION

The population for the FBHP will be partially funded by DSH AB1810 diversion funds, Mental Health Services Act (MHSA), Medi-Cal Federal Financial Participation and client fees. Individuals will be referred for mental health diversion and evaluated for eligibility and suitability by the Mental Health Diversion Court team. Only individuals that are found both eligible and suitable for FBHP by the court judicial process will be enrolled.

The FBHP will accept court referrals who are Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured individuals. DBH will have the final approval for admission of any private insured individuals under special circumstances.

The target population will include adults 18 years or older from Fresno County who meet the following criteria:

- Must have a primary diagnosis of one of the following:
 - Schizophrenia
 - Schizoaffective Disorder
 - Bipolar Disorder
 - Major Depressive Disorder, Recurrent, Severe, with Psychotic Features
 - Major Depressive Disorder, Recurrent, Severe
- The crime that qualifies the individual for pre-trial jail diversion must be connected to the primary diagnosis;
- Symptoms of their mental illness must have contributed significantly to their commitment of the offense;
- Are characterized by a high psychiatric need;
- May have little to no criminogenic risk;
- Are likely unsheltered homeless and do not have access to necessary social supports; and
- Will not pose a significant safety risk to the public if released to outpatient treatment.

DSH AB 1810 Diversion Funding-Eligible Population

Individuals that can be funded by DSH AB 1810 funds must meet the criteria identified in statutory regulations of W&IC § 4361, sub. (c)(1)(A)-(C) which includes the following:

- Adult (age 18 and older);
- Felony offense;
- Must have a primary diagnosis of one of the following:
 - Schizophrenia
 - Schizoaffective Disorder

- Bipolar Disorder
- The crime that qualifies the individual for diversion must be connected to the primary diagnosis; and
- Symptoms of their mental illness must have contributed significantly to their commitment of the offense.

The individuals who meet criteria under the DSH funding must be tracked separately in order to meet DSH reporting requirements for fiscal, data and outcomes collection. An individual must remain in the program for a minimum of 30 days or successfully complete the program to be reportable under the DSH funding. It is estimated that there will be a 5:1 ratio of individuals with felony charges (DSH-eligible) to individuals with misdemeanor charges (non-DSH-eligible).

IV. LOCATION OF SERVICES

CONTRACTOR will locate the program in a safe, welcoming office setting, close to community resources and public transportation.

Services are to be delivered wherever the intended target population resides, which may be Fresno/Clovis metro areas, County rural areas, or both. Network adequacy standards for time and distance under the Centers for Medicare and Medicaid Services (CMS) Medicaid Managed Care Final Rule must be applied. See also Mental Health Substance Use Disorder Services (MHSUDS) Info Notice No. 18-011. CONTRACTOR shall provide a plan for transportation or access to services for rural areas. Services can be delivered in the home, community, school or other community-based settings as determined by collaborating with all relevant parties.

V. DESCRIPTION OF SERVICES

Mental Health Diversion Court Services

A centralized Mental Health Diversion (MHD) Court has been implemented by Superior Court of California, County of Fresno in collaboration with DBH, District Attorney's Office, Public Defender's Office and Probation. The process entails two phases:

Phase 1: Parties Identify Case for Mental Health Diversion

1. Individuals will be identified and evaluated for eligibility by a MHD team consisting of the Court, District Attorney, Defense Attorney, Probation, and DBH. The MHD team will informally discuss the eligibility of the individual and review the application and documents submitted by Defense Counsel and District Attorney. This will be considered the first hearing.

Phase 2: Treatment Plan and Suitability

1. If an individual is deemed eligible, a Phase 2 hearing will be held to determine suitability and a review of the treatment services available for the individual. It is anticipated that the Phase 2 hearing will be scheduled two (2) weeks after the court determines eligibility.
 - A. CONTRACTOR shall review court documents and case history of the individual meeting FBHP target population requirements and provide a summary of potential services that will be made available to the individual if granted diversion. An assessment and treatment plan may be developed if the individual is willing and circumstances permit. If not granted diversion, CONTRACTOR will collaborate with correctional behavioral health service contracted provider for appropriate discharge planning and linkage to services. Services planned shall be determined by identified needs of the individual from either the review, screenings and/or assessment completed by the CONTRACTOR in the outreach and engagement level of care.
 - i. Services shall target the individual's mental health treatment needs, substance use disorder needs (as indicated) and address the behavior(s) related to the underlying offense. The plan will be flexible, individualized, trauma-informed, and based on the principles of harm reduction and recovery.

- B. CONTRACTOR shall attend the Phase 2 hearing and provide any additional information requested.
- C. If the individual is found suitable, the CONTRACTOR shall provide the final version of the treatment plan to the MHD team at the initial progress review hearing.

CONTRACTOR shall submit progress reports on the MHD template two (2) days prior to the progress review hearings. CONTRACTOR shall attend the hearings and provide additional information upon request and shall work with the individual to ensure compliance to court requests which may include in person appearances.

CONTRACTOR shall attend and participate as needed in all court hearings and judicial proceedings as requested and provide timely, accurate and concise forensic reports. CONTRACTOR shall communicate and coordinate with court services and/or law enforcement as needed including but not limited to Public Defender/Defense Counsel, District Attorney, Sherriff-Coroner, and Probation. CONTRACTOR shall establish and maintain collaborative relationships with agencies who have frequent contact with hospitalized, homeless and incarcerated individuals.

MHD Court will include a Probation Officer who will provide community supervision and act as liaison between court services and the CONTRACTOR. CONTRACTOR shall collaborate with the assigned Probation Officer by including them in case meetings, communications on updates on individuals, and as needed.

Behavioral Health Services

CONTRACTOR will ensure that all services:

1. Be values-driven, strengths based, individual-driven, and co-occurring capable;
2. Be culturally and linguistically informed and responsive;
3. Be age, culture, gender, and language appropriate;
4. Include accommodations for individuals with physical disability(ies);
5. Include close and constant communication and collaboration between CONTRACTOR and the criminal justice system (including the Courts, Public Defender/Defense Counsel, Probation and Sherriff); and
6. Include evidence-based practices (EBPs) appropriate for the target population.

Furthermore,

1. Methods for service coordination and communication between program and other service providers shall be developed and implemented consistent with Fresno County Mental Health Plan (MHP) confidentiality rules.
2. CONTRACTOR shall maintain up to date caseload record of all individuals enrolled in services, and provide individual, programmatic, and other demographic information to DBH.
3. CONTRACTOR shall utilize the SAMHSA Risk-Needs-Responsivity (RNR) model to inform and determine level of intensity of the specific interventions that will be applied based on each individual's level of risk, criminogenic needs and capacity to respond effectively.
4. CONTRACTOR shall ensure billable specialty mental health services meet any/all County, State, Federal regulations including any utilization review and quality assurance standards and provide all pertinent and appropriate information in a timely manner to DBH to bill Medi-Cal services rendered.

5. CONTRACTOR shall ensure any services funded by MHSA collect the required CSS data which include but are not limited to:
- A. Number served (unduplicated) each year;
 - B. Demographics (age, race, ethnicity, gender at birth/gender identity, disabilities, veteran status, primary language and sexual orientation);
 - C. Diagnosis (including how many co-occurring);
 - D. Level of care/changes to level of care;
 - E. Hospitalizations/duration; and
 - F. Support services/expenses per individual served.

Each of the levels of care provided may include, but are not limited to, the following services:

- Engagement
- Transportation Services
- Personal Needs (food, clothing, hygiene, etc.)
- Social Activities
- Medical/doctor/Primary Care Physician (PCP)
- Housing
- Life Skills Classes
- Ancillary Services
- Peer Support Services
- Crisis Intervention Services
- Securing Legal Documents
- Entitlements/Benefits
- Legal Assistance
- Education Support
- Employment Support

Many of the above are included as wraparound services, which are provided in addition to the mental health and co-occurring substance use disorder (SUD) treatment necessary to meet each individual's needs for successfully managing their mental health symptoms and to successfully live in the community. Clinical services and treatment services provided to FBHP participants at all levels of care include but are not limited to the following:

- Assessment (initial, Child and Adolescent Needs and Strengths (CANS) and Reaching Recovery Tools)
- Treatment Plan/Plan of Care (initial and updates)
- Individual and Group Therapy
- Case Management
- Consultation
- Collateral
- Breath/Saliva Testing
- Individual & Group SUD services
- Linkage to intensive Outpatient SUD services
- Linkage to Detoxification Services
- Linkage to In-Patient Residential Treatment Services
- Linkage to Recovery Residence
- Cognitive-Behavioral Interventions (CBI) Curriculum'
- Changing Offender Behavior (COB) Curriculum
- Courage to Change Curriculum
- Hospitalization/Post Hospitalization Support
- Post Incarceration Support
- Homelessness Support

CONTRACTOR will also provide linkage for the individual to additional services provided in the community after successful completion of the pre-trial jail diversion program as established by the FBHP-defined treatment goals for that individual. The intended benefit of creating a program such as the FBHP with multiple tiers and levels of care is for maximum flexibility to move individuals seamlessly between levels, as clinically indicated. Most of the individuals will need ongoing, long-term treatment and support.

CONTRACTOR will administer the following evidence-based practices in program service delivery:

- Recognizing and Responding to Suicide Risk (RRSR)
- Columbia Suicide Severity Rating Scale (C-SSRS)
- Five (5) MHSA Core Competencies
- Cognitive Behavioral Therapy (CBT)
- Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
- Dialectic Behavior Therapy (DBT)

- Wellness and Recovery Model Approach
- Reaching Recovery Tools
- Wellness and Recovery Action Planning (WRAP)
- Seeking Safety Trauma Groups
- Recovery Principles
- SAMHSA TIP 42: Substance Abuse Treatment for Persons with Co-Occurring Disorders
- Relapse Prevention Planning
- Harm Reduction Model
- Prochaska's Stages of Change
- Motivational Interviewing
- Substance Use Disorder (SUD) Individual and Group Interventions
- Cognitive-Behavioral Interventions-Core Curriculum (CBI-CC)
- Risk-Need-Responsivity (RNR) Principle
- Changing Offender Behavior (COB)
- Full Service Partnership (FSP) Tool Kit
- Assertive Community Treatment (ACT) model fidelity

Dual diagnosis SUD services will be provided in a non-confrontational manner that is based on stages:

- Engagement — empathy, reflective listening and avoiding argumentation;
- Assessment — stages of readiness for change, consumer determined problem identification;
- Motivational Enhancement — developing discrepancies, psychoeducation;
- Active Treatment — cognitive skills training, community reinforcements; and
- Continuous Relapse Prevention — trigger identification, relapse prevention action development, and planning.

FBHP staff will adopt the six core components of the effective delivery of services: 1) Providing access, 2) Completing a comprehensive assessment, 3) Providing an appropriate level of care, 4) Achieving integrated treatment, 5) Providing comprehensive services, and 6) Ensuring continuity of care. Of particular importance is not only matching an individual's treatment needs, diagnosis, disability, strengths and supports, problems/contingencies, phases of recovery, stages of change, and level of care, but also to plan program resources and develop new resources to meet unmet needs.

CONTRACTOR will clearly identify the level of care of the individual served and track transitions between levels of care. Services specific to each level of care are as follows:

Outreach and Engagement (O&E)

CONTRACTOR will initiate and facilitate outreach and engagement to the FBHP-eligible individual while the MHD team reviews their case for possible suitability of pre-trial diversion under AB 1810. Individuals may be in or out of custody. Outreach and engagement shall be in accordance to CSS component of MHSA under Title 9 of CCR Section 3640.

1. CONTRACTOR shall apply for a Jail Pass for access to the County Jail.
2. Staffing:
 - A. CONTRACTOR shall assign staff who will be a frequent authorized visitor to the Fresno County Jail.
3. Availability of Services:
 - A. Services will be made available eight hours a day, five days a week.
4. Services:
 - A. Services will include and are not limited to the following:
 - (i) Jail visits to build first-hand familiarity and coordination with the corresponding jail personnel and understand jail procedures around visitation.
 - (ii) Face-to-face interviews with the suitability candidates for the pretrial diversion program.

- (iii) Building a rapport and therapeutic alliance with individuals.
- (iv) Screening assessment of the primary and priority needs of the individual, as well as strengths and potential sources of family and social support.
- (v) If the individual is willing, CONTRACTOR shall complete an assessment and treatment plan for mental health and co-occurring SUD services for out-of-custody individuals.
- (vi) Sharing information and collaboration between the MHD team so that preparations can be made in advance to assist in planning and arranging the preliminary release arrangement. This would include, at a minimum, basic assessment data about the individual's symptoms, needs, medications, housing status, etc.
- (vii) Explaining the rules and expectations of participation in the diversion program.
- (viii) Engagement - Maintaining contact with the individual while waiting for approval for the diversion program and provide counseling that helps facilitate motivation to participate in treatment. Warm handoff to jail service provider discharge planner or appropriate service provider if diversion not approved.
- (ix) Intake
 - 1. Coordinate post release transportation if in custody. Individual will first be transported to the program for a face-to-face meeting where they will review assessment and treatment plan with the treatment team if one has been completed, or complete one if needed.
 - 2. Education regarding behavioral health rights and distribution of all necessary COUNTY, DSH and MHSA information and documents.

5. Frequency

- A. Services will be provided as clinically and programmatically indicated.

Assertive Community Treatment (ACT)

CONTRACTOR shall establish and maintain high fidelity to the ACT EBP. Fidelity shall be measured by the Dartmouth ACT Scale (DACTS).

1. Service Approach:

- A. Services will be provided primarily in the community rather than an office setting by a multidisciplinary team. The team will offer a wide array of in-house services and be flexible in service delivery. The team will meet daily and discuss how to best meet the individuals' needs. Services will be provided as long as needed.

2. Staffing:

- A. A low individuals served to staff ratio - 10:1 or lower
- B. A multidisciplinary team designed to share caseloads
 - i. Ten (10) to twelve (12) full time equivalent (FTE) individuals who provide services for up to 100 individuals
 - ii. Identified ACT Leader who is a full time employed qualified mental health professional
 - iii. Staffing for the team shall include a psychiatrist, two (2) or more nurses, two (2) or more employment specialists, two (2) or more substance use disorder specialists, one (1) full time peer support specialist mental health professionals and a program assistant

3. Services:

- A. CONTRACTOR shall provide in addition to the core services the following:
 - i. Education for individuals and family members about mental illness and medication
 - ii. Announced and unannounced visits at the home and in the community
 - iii. Communications with collateral entities to monitor community adjustment
 - iv. Assessment of engagement with peer and psychosocial supports, housing stability and other individual mental health and criminogenic issues
 - v. Diagnosis-Specific Services: SUD
 - a. Breath/Urine testing

- b. Treatment Plan/POC/Update
 - c. Individual
 - d. Group
 - e. Case Management
 - f. Collateral
 - g. Consultation
 - h. Recovery Residence
 - i. Linkages to services: Detoxification Services and In-Patient Residential Treatment Services
4. Availability of Services:
- A. 24-hour staff availability
 - i. Services shall be available 24 hours a day, seven (7) days a week, 365 days a year
 - ii. Staff should be someone known to the individual served or their family and familiar with the individual's case.
5. Frequency:
- A. High number of face-to-face service contacts as needed
 - i. CONTRACTOR shall strive to provide on average of two (2) hours/week or more of face to face contact and four (4) or more contacts/week per individual.

Full-Service Partnership

CONTRACTOR shall abide by the FSP Service Delivery Model and the FSP Objectives and Performance Measures. CONTRACTOR shall implement FSP services in accordance with Title 9 of CCR Section 3620.

1. Service Approach:
- A. CONTRACTOR shall include the use of innovative approaches resulting in increased access to services and encouraging and assisting individuals in transition towards growth, stability, wellness, recovery and self-sufficiency.
 - B. CONTRACTOR shall deliver services with a focus of "meeting the individuals where they are" utilizing a "whatever it takes" approach.
 - C. 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. Peer counselors shall be equal partners in the FBHP team and play a critical role in developing the recovery culture and person-centered focus of the team.
2. Staffing:
- A. A low individuals served to staff ratio - 12:1
 - B. CONTRACTOR shall assign a Personal Service Coordinator (PSC) to each individual who will act as a "single point of responsibility" within the FSP team for coordination services and supports. The PSC will be readily available to the individual and family as needed and will be culturally competent and know the community resources of the individual's racial/ethnic community.
3. Availability of Services:
- A. CONTRACTOR'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.
 - i. CONTRACTOR 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's staff shall begin the process of planning for discharge and return to the community.

B. Case management services will be available twenty-four hours per day, seven days a week throughout the year.

4. Services:

A. The PSC will work closely with the individual to develop an Integrated Services and Supports Plan (ISSP). The ISSP will provide a map of steps the individual identifies as necessary to move along their recovery path. The ISSP will operationalize the fundamental concepts of individual/family directedness, wellness/recovery/ resiliency focus, community collaboration, integrated service experience, and cultural competency

B. In conjunction with the treatment team, the PSC will coordinate linkages to all of the services or benefits that have been defined by the individual/family and the treatment team.

5. Frequency:

A. CONTRACTOR shall offer the full array of services and supports, including a minimum of three (3) face to face contacts per week or as clinically appropriate.

Intensive Case Management

1. Service Approach:

A. CONTRACTOR shall adhere to the required "Objectives and Performance Measures" for the ICM level of care. CONTRACTOR shall adhere to requirements per Title 9 of CCR Section 3630.

2. Staffing

A. ICM and community-based crisis intervention services shall be delivered by FBHP staff.

3. Availability of Services:

A. CONTRACTOR shall make available ICM and community-based crisis intervention services eight hours a day, five days a week, and will be used on an "as needed" basis during episodes or periods of crisis.

4. Services:

A. CONTRACTOR shall provide the following specific ICM services as it relates to mental health:

i. Provide the following:

- a. Assist individuals with accessing all entitlements or benefits for which they are eligible (i.e., Medi-Cal, SSI, Section 8 housing vouchers etc.)
- b. Develop family support and involvement whenever possible.
- c. Refer individuals to supported education and employment opportunities.
- d. Provide transportation service when it is critical to initially access a support service or gain entitlements or benefits.
- e. Provide services to enable individuals to access peer support activities.
- f. Provide medication evaluation either in person or via tele-psychiatry.
- g. Assist individuals to locate appropriate housing in the community.
- h. Refer or provide peer support activities.
- i. Provide services for co-occurring substance use disorders.
 - (i) Identify alcohol, tobacco and drug use effects and patterns.
 - (ii) Education regarding the interaction of alcohol, tobacco and drug use with psychiatric symptoms and medications.
 - (iii) Developing motivation for decreasing alcohol, tobacco and drug use. Achieving periods of abstinence and stability.
 - (iv) Use of clinical interventions and peer support recovery groups and activities. Assisting individuals to achieve an alcohol, tobacco and drug-free lifestyle.

1. Education regarding relapse prevention.
 - j. Develop individual self-directed plan of care.
 - k. Transport individuals to and from clinic service sites, as needed.
5. Frequency:
 - A. CONTRACTOR will decrease intensity of services as the individual gains stability in the community with highest intensity at the time of release to the community. Services intensity will increase and decrease to meet the needs of the individual.
 - B. CONTRACTOR shall provide a minimum of two (2) person-to-person contact a week with individuals

Outpatient Program (OP)

Individuals who have successfully maintained progress in treatment, met most goals and established sustainable independent living supports will be transitioned to the outpatient level of care, which is intended to be a safety net and monitoring level of services. These services most closely simulate the level of services available to the individual when they successfully transition from the program. The foundational functions of this level of care is to maintain the individual's treatment progress thus far, and to ensure long-term stability across all domains. When an individual has successfully transitioned to this level it is assumed that they have reached a level of stability that will allow them to function independently.

1. Service Approach:
 - A. CONTRACTOR shall adhere to the required "Objectives and Performance Measures" for the OP level of care. CONTRACTOR shall adhere to requirements per Title 9 of CCR Section 3630.
2. Staffing:
 - A. CONTRACTOR will identify mental health and substance use disorder providers in the community and develop partnerships. CI will subcontract with a Drug Medi-Cal provider(s) as needed.
3. Services:
 - A. Make appropriate referrals and linkages to addiction services that are beyond the scope of the outpatient program to individuals with co-occurring alcohol, tobacco and drug use disorders and other addictive symptoms.
 - B. Provide support to the individual's family and other members of the individual's social network to help the individual to manage the symptoms of their illness and reduce the level of family and social stress associated with symptom presentation.
 - C. 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 the selected bidder and other service providers serving the same individuals shall be developed and implemented consistent with Fresno County confidentiality rules.
 - D. Transport individuals to and from clinic service sites, as needed
4. Availability of Services:
 - A. CONTRACTOR shall make available outpatient services eight (8) hours a day, five (5) days a week.
5. Frequency of Contacts:
 - A. Frequency of services will be provided as clinically indicated with the goal of encouraging individual's independence.

Transitioning Between Levels of Care

To ensure that every individual is receiving the right level of services to meet their needs, continual reassessment through High Risk Resource Team (HRRT) meetings, treatment plan and ISPP updates and

surveys like those found in the Reaching for Recovery tools are an essential first step. The second step is ensuring that the transitions between levels smooth for individuals. Having a clear expectation of milestone goals for each level help the communication between individual and treatment team seamless and practical, which also means that progress in treatment is within reach.

Outreach & Engagement - Eligible for referral if the following criteria is met (prior to transition from County Jail or community release to FBHP): Meets criteria for serious mental illness (SMI); does not pose a significant more than minimal criminogenic risk/risk to public safety; and symptoms motivating criminal behavior would respond to mental health treatment. Once the individual is admitted to the program, the next level is determined (e.g. some individuals may be admitted and meet qualifications for the ICM level of care).

Assertive Community Treatment – An individual will be objectively stable in the following domains for at least six (6) months before transitioning to FSP:

- Engagement in program
- Decreased crisis past six (6) months
- Less than one (1) hospitalization in the past six (6) months
- No incarcerations in the past six (6) months
- Stable housing in the past three (3) months
- Accessing food and clothing resources
- Medications have been addressed
- Applied to entitlements/benefits
- Referred to Primary Care Physician
- Recovery Needs Level (RNL) indicates lower level

Full Service Partnership – An individual will be objectively stable in the following domains for at least six (6) months before transition to Intensive case management.

- Engagement and progress in program
- Less than one (1) crisis past six (6) months
- No hospitalizations past six (6) months
- No incarcerations past six (6) months
- Stable housing and becoming self-sustaining
- Accessing food and clothing resources
- Medications self-administered
- Stable monthly income (SSI, GR, etc.)
- Linked to community resources
- Increased involvement education
- Increased involvement in employment
- Attending appointments without assistance.
- Increased self-advocating RNL indicates lower level of care

Intensive Case Management - Objectively stable in following domains for at least six (6) months before transition outpatient level of care.

- Stabilized across multiple domains
- No hospitalization, incarceration or crisis
- Stable Housing
- No medication concerns
- RNL indicates lower level of care

Outpatient - Objectively stable in the following domains for at least six (6) months before discharge

- Progress in program & community
- No crisis past three (3) months
- No hospitalizations past six (6) months
- No incarcerations past six (6) months
- Stable housing & more self-sustaining
- Self-sustaining food & clothing access
- Medications self-administered
- Stable income & increased budgeting
- Linked to community resources
- Increased involvement education
- Increased involvement in employment
- Attending appointments independently
- Individual is able to self-advocate in community
- Only needs medication monitoring, therapy and groups
- RNL indicates lower level of care

Care Coordination

CONTRACTOR shall continue to contact an individual if the individual is either incarcerated or admitted to an inpatient facility. CONTRACTOR will collaborate with the facility to address individual's needs, participate in staff planning for their release and assist with transition back to the community.

Reporting

CONTRACTOR shall comply with the following reporting requirements:

1. DSH Reporting
 - A. DSH has outlined specific reporting requirements. CONTRACTOR shall provide the following reporting for all individuals including non-DSH funded individuals.
 - i. CONTRACTOR shall assist COUNTY's DBH in submission of a compilation of DSH Grant pre-trial diversion expenditures on a bi-annual basis, 60 days after the end of July and December of each fiscal year.
 - ii. CONTRACTOR shall complete and submit the following required data to the assigned Staff Analyst via email and DBHContractedServicesDivision@fresnocountyca.gov monthly by the 20th. CONTRACTOR shall identify any data in the dataset subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DBH. The data collection process shall capture, but is not limited to, the following data elements:
 - a. The number of individuals that the Court ordered to post-booking diversion and the length of time for which the defendant has been ordered to Felony Mental Health Diversion (Diversion).
 - b. The number of individuals originally declared IST on felony charges that the Court ultimately ordered to Diversion.
 - c. The number of individuals participating in Diversion.
 - d. The name, social security number, date of birth, and demographics of each individual participating in Diversion.
 - e. The length of time in Diversion for each participating individual.
 - f. The types of services and supports provided to each individual participating in Diversion.
 - g. The number of days each individual was in jail prior to placement in Diversion.
 - h. The number of days that each individual spent in each level of care facility.
 - i. The diagnoses of each individual participating in Diversion.
 - j. The nature of the charges for each individual participating in Diversion.
 - k. The number of individuals who completed Diversion.
 - l. The name, social security number and birthdate of each individual who did not complete Diversion and the reasons for not completing Diversion.
 - iii. CONTRACTOR shall report of any absent without leave (AWOL) individuals from the FBHP to DBH as well as any Special Incident that occurs within 48 hours of the incident. Reports will be submitted by emailing the assigned Staff Analyst with a cc to DBH Contracted Services. A "Special Incident" is a significant patient occurrence or any event which has the potential of adversely affecting the operation of the program. The following occurrences qualify as Special Incidents:
 - a. Suicide or attempt;
 - b. Death or serious injury of, or by, patient;
 - c. Criminal behavior (including arrests, with or without conviction);
 - d. Any incident which may result in public or media attention to the program.
2. MHSA Reporting
 - A. Demographics to be collected must include the following data points:
 - i. Age
 - ii. Race
 - iii. Ethnicity
 - iv. Primary Language

- v. Gender Identification at Present
 - vi. Gender assigned at birth
 - vii. Sexual Orientation
 - viii. Veteran Status
 - ix. Any Disabilities
 - x. Note: Support services for each participant need to be documented in the participants chart and be related to their wellness plan.
 - xi. All expense for support services need to be documented, and included in the chart, and be justified by the wellness plan. All providers do need to provide a cost per individual served for support services.
3. FSP/ACT Reporting
 - A. CONTRACTOR shall complete quarterly reports, as mandated by the State for FSPs and ACTs. Reports shall be made directly into the Data Collection and Reporting (DCR) system.
 4. CSI Reporting
 - A. CONTRACTOR shall work with DBH to capture and enter all Client Service Information (CSI), admission data, and billing information into DBH's data system for the purposes of effective care coordination and State reporting. CONTRACTOR shall provide all necessary data to allow DBH to capture all CSI data for services provided and to meet all State and Federal reporting requirements. Methods of providing such information include, but are not limited to, the following:
 - i. Direct data entry in DBH's electronic information system; or
 - ii. Provide an electronic file compatible with DBH's electronic information system.
 5. CONTRACTOR shall comply with all reporting requests made by DBH. Reporting requirements are subject to change as the program develops.

VI. STAFFING LEVEL

CONTRACTOR shall provide a staffing plan that is clear and concise and allows for full implementation of all services described in the program. Staff shall be qualified in education, experience, clinical, and cultural competencies. Staffing pattern shall include, but not be limited to, Addiction Specialists, Psychiatrists and Nurses, Housing Specialists, Employment Specialists, Personal Service Coordinators, Peer Support Specialists and Outreach and Engagement Coordinators.

CONTRACTOR shall maintain staffing levels adequate in relation to the number of open individual cases at any given point to ensure quality service that meets the requirements of the FBHP.

CONTRACTOR shall provide robust, comprehensive and ongoing training and mentoring to staff in evidence-based practices (EBP) of the program to ensure fidelity and to build competency and expertise of their staff. In addition to EBPs, Contractor shall provide training on co-occurring and trauma informed practice.

CONTRACTOR shall demonstrate staff proficiency (training and certification) in suicide and crisis intervention procedures, adhering to any COUNTY minimum training requirements, and other training subjects that would benefit the individuals in their wellness goals.

CONTRACTOR shall ensure clinical supervisor(s) will oversee the work of the clinicians, including approving documentation and claiming in the electronic medical records as required. The clinical supervisor(s) shall be able to provide Board of Behavioral Sciences (BBS) supervision.

All staff, who provide direct care or perform coding/billing functions, must meet the requirements of the Fresno County Mental Health Plan (FCMHP) Compliance Program. This includes the screening for excluded persons

and entities by accessing or querying the applicable licensing board(s), the National Provide Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and monthly thereafter. In addition, all licensed/registered/waivered staff must complete a FCMHP Provider Application and be credentialed by the FCMHP's Credentialing Committee. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sherriff fingerprinting (Live scan) executed.

VII. HOURS OF OPERATION

Services shall be available 24 hours a day, seven (7) days a week (24/7), 365 days a year for ACT and FSP levels of care.

ICM, OP and OE levels of care shall be available eight (8) hours a day, five (5) days a week.

VIII. AVERAGE LENGTH OF STAY

CONTRACTOR shall continue to provide services to individuals in the FBHP as long as services are clinically justified. Services for those individuals with a length of stay longer than the maximum 24-month period under AB 1810 pre-trial jail diversion may be transitioned to other lower level care programs if clinically appropriate.

VIII. PERFORMANCE AND OUTCOME MEASUREMENTS

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

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

Performance outcome measures shall be tracked on an ongoing basis and used to update the COUNTY monthly (by the 10th of the month following the report period). In addition, performance outcome measures are reported to the COUNTY annually in accumulative reports for overall program and contract evaluation. Forms and tools used to gather, and report data reflecting services provided, populations served, and impact of those services are to be developed by the COUNTY and CONTRACTOR. CONTRACTOR will work closely with the COUNTY to analyze the data and make necessary adjustments to service delivery and reporting requirements before the start of each new fiscal year and at appropriate intervals during the fiscal year.

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

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 collect data about the characteristics of the individuals served and measure service delivery performance indicators in the four Commission on Accreditation of Rehabilitation Facilities (CARF) domains, with at least one performance indicator for each of the four domains. CONTRACTOR shall submit annual outcomes on a report template to be provided by the County for each level of care provided.

1. **Effectiveness**

A. **Psychiatric Hospitalization**

Hospitalization refers to any hospital admission captured in Fresno County's electronic health record, Avatar. Data may be entered by any hospital that utilizes Avatar including the Adult Psychiatric Health Facility, Community Behavioral Health Center, and Kaweah Delta Psychiatric Hospital. The goal of this measure is to assess the degree of effectiveness for FSP and ACT level services. Contractor will track decreases in the number of days hospitalized post enrollment and compare to the total number of days spent in a psychiatric setting 12 months prior to program enrollment.

Objective: To prevent and reduce the total number of individuals and days spent in a psychiatric hospital setting compared to the total number of individuals and days spent hospitalized 12 months prior to program enrollment.

Indicator: Percentage of individuals that experienced no psychiatric hospitalizations, and total number of individuals and days spent in a hospital setting compared to pre-enrollment.

Eligible Individuals: FBHP individuals served by the program for a minimum of one year.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: DCR/ITWS State database.

Target Goal Expectancy: A minimum of 70% of individuals enrolled in ACT and FSP services will experience no episodes of psychiatric hospitalization. The number of individuals and days spent in a psychiatric hospital setting will be reduced when compared to the number of days hospitalized prior to program enrollment.

Outcome: Will be measured annually.

B. **Incarcerations**

Incarceration refers to individuals confined in a jail or prison setting. The goal is to reduce the number of days spent confined in a jail or prison setting compared to the number of days spent incarcerated 12 months prior to program enrollment.

Objective: To prevent and reduce the total number of individuals and days spent incarcerated compared to the total number of days spent incarcerated 12 months prior to program enrollment.

Indicator: Percentage of individuals that experienced no incarcerations and the total number of individuals and days spent incarcerated compared to pre-enrollment.

Eligible Individuals: FBHP individuals served by the program a minimum of one year.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: DCR/ITWS State database.

Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP and ACT services will experience no episodes of incarceration. The total number of individuals and days incarcerated will be reduced when compared to 12 months prior to enrollment.

Outcome: Will be measured annually.

C. **Homelessness**

Homelessness refers to individuals without a place to live, who are living in a place not meant for human habitation, or who are living in an emergency shelter. The goal is to reduce the total number of days spent homeless compared to the total number of days spent homeless 12 months prior to program enrollment.

Objective: To prevent and reduce the total number of individuals and days spent homeless compared to the total number of individuals and days spent homeless 12 months prior to program enrollment.

Indicator: Percentage of individuals that experienced no episodes of homelessness and the total number of individuals and days spent homeless compared to pre-enrollment.

Eligible Individuals: FBHP individuals served by the program a minimum of one year.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: DCR/ITWS State database.

Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP and ACT services will experience no episodes of homelessness. The total number of individuals and days spent homeless will be reduced when compared to 12 months prior to program enrollment.

Outcome: Will be measured annually.

D. Medical Hospitalizations

Medical hospitalization refers to individuals who frequently require hospitalization at a local hospital or emergency department as a result of chronic or untreated physical health related conditions. The goal is to reduce the total number of days spent in a hospital or emergency department setting compared to the total number of days spent hospitalized 12 months prior to program enrollment.

Objective: To prevent and reduce the total number of individuals and days spent in a hospital or emergency department (ED) setting compared to 12 months prior to program enrollment.

Indicator: Percentage of individuals that experienced no episodes of medical hospitalizations or ED admissions, and the total number of individuals and days admitted in a medical hospital or ED compared to pre-enrollment.

Eligible Individuals: FBHP individuals served by the program for a minimum of one year.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: DCR/ITWS State database.

Target Goal Expectancy: A minimum of 70% of individuals enrolled in FSP and ACT services will experience no episodes of medical hospitalizations or ED admissions. The total number of individuals and days admitted in a medical hospital or ED will be reduced when compared to 12 months prior to program enrollment.

Outcome: Will be measured annually.

E. Participation in Educational Settings

Educational setting refers to any learning environment or institution that offers educational services and curriculum according to specific objectives. Examples may include adult schools, vocational schools, community colleges, and universities. The goal is to increase the annual percentage of participants enrolled in educational settings.

Objective: To increase the annual percentage of FBHP participants enrolled in educational settings.

Indicator: Annual percentage of FBHP individuals enrolled in educational settings.

Eligible Individuals: FBHP individuals served by the program enrolled in educational settings.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: DCR/ITWS State database.

Target Goal Expectancy: 15% of FBHP individuals will be enrolled in educational settings.

Outcome: To be measured annually.

F. Participation in Employment or Volunteerism

Employment refers to work environments where individuals served are paid competitive wages in exchange for job related activities performed. Volunteerism refers to environments where individuals served willingly provide services or complete tasks without any expectation

of financial compensation but may gain work experience and job related skills. The goal is to increase the annual percentage of participants engaged in employment or volunteer activities.

Objective: To increase the annual percentage of FBHP individuals engaged in employment or volunteer activities.

Indicator: Annual percentage of FBHP individuals engaged in employment or volunteer activities.

Eligible Individuals: FBHP individuals served by the program engaged in employment or volunteer activities.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: DCR/ITWS State database.

Target Goal Expectancy: To have a minimum of 15% of FBHP individuals engaged in employment or volunteer activities annually.

Outcome: To be measured annually.

G. Reaching Recovery: Consumer Recovery Measure and Recovery Marker Inventory

Reaching Recovery is a tool that was developed by the Mental Health Center of Denver; its major focus is tracking change across multiple domains of wellness. This set of tools is designed to track the degree of change across multiple domains of wellness utilizing tools designed to measure recovery. With Reaching Recovery in place, FBHP will begin to utilize several tools designed to measure recovery for FSP level individuals: Recovery Needs Level Marker, Consumer Recovery Measure, and Recovery Marker Inventory.

Recovery Needs Level (RNL)

Objective: To ensure the appropriate level of service intensity at the individual's stage of recovery; to move the individual towards increased levels of functioning; and to transition the individual to the least restrictive level of care.

Indicator: Recovery Needs Level (RNL) records the status of observed needs across 17 domains. RNL scores are compared at 6 month intervals to show trends of recovery through time. Reduced scores indicate positive recovery growth and movement towards reduced levels of service.

Eligible Individuals: FBHP individuals served by the program a minimum of one year.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: Avatar Electronic Health Record

Target Goal Expectancy: To have a minimum of 50% of individuals that participated in services realize positive recovery growth and a minimum of 25% transition to lower levels of service.

Outcome: To be measured annually.

Recovery Marker Inventory (RMI)

Objective: To provide a quarterly practitioner rating of a participant's progress in recovery areas that tend to correlate with an individual's recovery.

Indicator: Recovery Marker Inventory (RMI) A practitioner's rating of the participant's recovery on 8 objective factors associated with recovery: employment, education, active growth, level of symptom management, participation in services, housing. RMI scores are compared at quarterly intervals to show trends of recovery through time. Increased scores indicate positive recovery growth.

Eligible Individuals: FBHP individuals served by the program a minimum of one year.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: Avatar Electronic Health Record

Target Goal Expectancy: To have a minimum of 50% of individuals that participated in services realize positive RMI recovery growth trends.

Outcome: To be measured annually.

Consumer Recovery Measure (CRM)

Objective: To measure the individual's perception of their recovery.

Indicator: Consumer Recovery Measure (CRM) A quarterly rating of the individual's perception of recovery across 5 dimensions: hope, symptom management, personal sense of safety, active growth orientation, satisfaction with social networks. Increased scores indicate positive recovery growth from the individual's perspective.

Eligible Individuals: FBHP individuals served by the program a minimum of one year.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: Avatar Electronic Health Record

Target Goal Expectancy: To have a minimum of 50% of individuals that participated in services perceive positive recovery growth trends.

Outcome: To be measured annually.

2. Efficiency

A. Cost per Unique Individual Served

Costs include all staffing and overhead costs associated with the operation of the program. Costs include all staffing and overhead costs associated with operation of the program. The goal is to efficiently use resources and maintain or minimize costs per individual served. Cost per individual served will be analyzed for each level of care or program as appropriate.

Objective: To efficiently use resources and maintain or minimize cost per individual served.

Indicator: Total program costs compared to number of unique individuals served.

Eligible Individuals: FBHP individuals served by the program.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: Avatar and Financial Records.

Target Goal Expectancy: To keep within departmental budgeted costs for the program.

Outcome: To be measured annually.

3. Access

A. Length of time from referral to first contact

The FBHP will receive referrals from Mental Health Diversion Court. The goal of the program is to act promptly for each referral and to provide timely service for individuals requesting services. The target wait time from referral to first contact is within 2 business days.

Objective: To provide timely service for individuals requesting mental health care.

Indicator: Percentage of individuals that received first contact attempts within 7 business days of the referral date.

Eligible Individuals: Individuals referred to the program.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: Avatar

Target Goal Expectancy: 70% of individuals will attempt to be contacted within 7 business days of the referral date.

Outcome: To be measured annually.

B. Length of time from first contact to first assessment appointment offered

The FBHP will receive assessment referrals from multiple community entities. The goal of the program is to act promptly for each referral and the goal wait time from referral to first intake/assessment appointment is within 10 business days.

Objective: To provide timely service for individuals requesting mental health care.

Indicator: Percentage of individuals offered their first assessment appointment within 10 business days of the first contact date.

Eligible Individuals: Individuals referred to the program and offered an assessment appointment.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: Avatar

Target Goal Expectancy: 70% of individuals will be offered their first assessment appointment within 10 business days of the first contact date.

Outcome: To be measured annually.

C. **Length of time from assessment to the first psychiatry appointment offered**

The FBHP will receive referrals from multiple community entities for psychiatry appointments. The goal of the program is to act promptly for each referral. The goal wait time from referral to first scheduled psychiatry appointment is within 15 business days.

Objective: To provide timely service for individuals requesting psychiatric care and medications.

Indicator: Percentage of individuals offered their first psychiatry appointment within 15 business days of their assessment appointment.

Eligible Individuals: Individuals assessed and enrolled into program services.

Time of Measure: FY 2020-21 and subsequent fiscal years.

Data Source: Avatar

Target Goal Expectancy: 70% of individuals will be offered their first psychiatry appointment within 15 business days of their assessment date.

Outcome: To be measured annually.

4. **Satisfaction & Feedback of Persons Served & Stakeholders**

A. **Consumer Perception Survey**

Consumer Perception Surveys (CPS) are conducted every six (6) months. FBHP participants and their family members will be encouraged to complete the CPS surveys made available to them at County and contracted provider organizations.

Objective: To gauge satisfaction of individuals served and collect data for service planning and quality improvement.

Indicator: Average percent of individuals who complete the survey and response was 'Agree' or 'Strongly Agree' for the following domains: General Satisfaction, Perception of Access, Perception of Quality and Appropriateness, Perception of Treatment Participation, Perception of Outcomes of Services, Perception of Functioning, and Perception of Social Connectedness.

Eligible Individuals: Individuals who agree to complete the survey.

Time of Measure: The survey will be conducted in May of each fiscal year.

Data Source: Consumer Perception Survey data.

Target Goal Expectancy: The program would like to see a majority of individuals satisfied for each domain.

Outcome: To be measured annually.

Specific to evaluation of COUNTY's first implementation of an adult ACT program, CONTRACTOR shall use DACTS as the primary measure of fidelity of ACT services. DACTS is the original national standard measure of fidelity of ACT and is comprised of 28 items across the following three domains:

- Human Resources – which measures the composition and structure of the ACT team. (H)
- Organizational Boundaries – which measures level of involvement and responsibility for individuals served. (O)
- Nature of Services – which measures the provision and intensity of services provided. (S)

The 2003 National Program Standards for ACT Teams provide the foundation for the evidence-based practices tool kit for ACT developed by the Substance Abuse and Mental Health Services Administration.

The performance and outcome measures for ACT component may incorporate items from the DACTS measure of fidelity as listed below.

i. **Access**

- a. H1. Small caseloads - individual/provider ratio of 10:1.
- b. H2. Team approach - face-to-face contact with > one (1) staff member for 90% of the individuals.
- c. ACT team meetings - meetings four (4) days per week and reviews of every individual, even if briefly, at each meeting.
- d. H7. Psychiatrist/prescriber on staff - one (1) FTE psychiatrist/prescriber per 100-individual team.
- e. H8. Nurse on staff - two (2) FTE nurses per 100-individual team.
- f. H9. Substance abuse specialist on staff - two (2) FTEs with demonstrable training/experience.
- g. H10. Vocational specialist on staff - two (2) FTEs with demonstrable training/experience.
- h. H11. ACT team size - at least ten (10) FTE staff per team.
- i. O7. Time-unlimited services - all individuals to be served on a time-unlimited basis.
- j. S6. Work with informal support system - four (4) or more contacts per month per individual with individual's informal support network (e.g., family, landlord, employer, etc.).
- k. S10. Role of individuals served/lived experience on treatment team - employment of individuals served/lived experience as clinicians or case managers (i.e., peer support specialists)

ii. **Effectiveness**

- A. H5. Continuity of staffing - turnover rate of less than 10% over two (2) years.
- B. H6. Staff capacity - 95% or more of positions to be fully staffed in the prior 12 months.
- C. O2. Intake rate - adding no greater than six (6) individuals per month in a six-month period.
- D. O3. Full responsibility for treatment services - direct provision of all five (5) core services by the ACT team (psychiatric services, counseling/therapy, housing support, substance abuse treatment, employment & rehabilitative services).
- E. O4. Responsibility for crisis services: The ideal calls for 24/7 coverage.
- F. O5. Responsibility for hospital admissions: The ideal calls for the ACT team to be directly involved in the coordination of 95% of hospital admissions (if they occur).
- G. O6. Responsibility for hospital discharges - team to jointly plan 95% of the discharges.
- H. S2. No dropout policy - retention of 95% of the enrolled individuals in a period of one (1) year.
- I. S3. Assertive engagement mechanisms - document the use of outreach, motivational/engagement techniques, and legal mechanisms in support of services.
- J. S7. Individualized substance abuse treatment - an average of 24 minutes per week of formal substance abuse treatment.
- K. S8. Dual disorders treatment groups - attending at least one (1) dual disorders treatment group per month for dually diagnosed individuals.
- L. S9. Dual disorders model - ACT team that applies dual diagnosis principles and directly provides dual diagnosis treatment.

iii. **Efficiency**

- A. H4. Practicing team leader - clinical supervisors who also provide direct services.
- B. S1. Community-based services - 80% of face-to-face contacts to occur in the community.
- C. S4. Intensity of service - average of two (2) hours per week of face-to-face contact per individual.
- D. S5. Frequency of contact - average of four (4) or more contacts per week per individual.
- E. Cost Per Individual

4. **Satisfaction**

- A. Consumer perception survey. 75% of the individuals to be satisfied for each domain in the Consumer Perception Survey, which is conducted by DBH every six (6) months over a one (1) week period to evaluate satisfaction of individuals and collect data for service planning and quality improvement.

Additional Reporting Requirements

CONTRACTOR will be responsible for meeting with DBH on a monthly basis, or more often as agreed upon between DBH and CONTRACTOR, for contract and performance monitoring. CONTRACTOR will be required to submit monthly reports to the COUNTY that will include, but not be limited to: dollars billed for Medi-Cal, DSH and MHSA (non-Medi-Cal or non-Medi-Cal services) persons served; actual expenses; the number of persons served/anticipated to be served; wait lists; utilization of services by persons served; and staff composition. These reports will be due within 30 days after the last day of the previous month or payments may be delayed.

Additional reporting is required for FSP and ACT levels of care by DHCS. DHCS uses the FSP Data Collection and Reporting (DCR) system to ensure adequate research and evaluation regarding the effectiveness of services being provided and the achievement of the outcome measures. CONTRACTOR will need to report individual/partner information and outcomes of the FSP and ACT programs directly into the DCR system. An Efficiency Domain review cost per individual served for each twelve (12) month period is also required.

IX. COUNTY RESPONSIBILITIES:

1. Provide oversight and collaborate with CONTRACTOR and other County Departments and community agencies to help achieve program goals and outcomes. In addition to contract monitoring of program, oversight includes, but not limited to, coordination with the DSH and Department of Health Care Services (DHCS) in regard to program administration and outcomes.
2. Assist CONTRACTOR in making linkages to the appropriate level of care within the behavioral health system of care to ensure continuity of care. 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, levels of care components, and the efficiency of collaboration with the CONTRACTOR staff and will be available to CONTRACTOR for ongoing consultation.
4. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, persons served and staff surveys, chart reviews, and other methods of obtaining required information.

5. Recognize 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, COUNTY shall provide the following at no cost to CONTRACTOR:
 - a. Mandatory cultural competency training including sexual orientation and sensitivity training for 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), if CONTRACTOR does not have a similar training in place. 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.
 - b. Assistance to CONTRACTOR in locating appropriate providers who can translate behavioral health and substance use services information into COUNTY's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.
 - c. CONTRACTOR shall participate in the COUNTY DBH's Cultural Humility Committee (CHC) monthly scheduled meetings.

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Fresno and/or their authorized designee, hereafter referred to as "Contractor," agrees to provide services (as defined in Section 4) pursuant to the terms and conditions of this Agreement.

2. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement shall be:

| DSH Contract Manager: | |
|--|------------------------|
| Section/Unit: Forensic Services Division | |
| Attention: Ashley Breth Staff Services Manager I, Specialist | |
| Address: 1600 9 th Street, Room 410 Sacramento, CA 95814 | |
| Phone: (916) 654-4187 | Fax: (916) 651-1168 |
| Email: Ashley.Breth@dsh.ca.gov | |

| DSH Administrative Contact: | |
|--|------------------------|
| Section/Unit: Forensic Services Division | |
| Attention: Ashley Breth Staff Services Manager I, Specialist | |
| Address: 1600 9 th Street, Room 410 Sacramento, CA 95814 | |
| Phone: (916) 654-4187 | Fax: (916) 651-1168 |
| Email: Ashley.Breth@dsh.ca.gov | |

| County Contract Manager: | |
|--|------|
| Section/Unit: Department of Behavioral Health | |
| Attention: Dawan Utecht Director | |
| Address: 1925 E. Dakota Fresno, CA 93726 | |
| Phone: (559) 600-9192 | Fax: |
| Email: dutecht@fresnocountyca.gov mailto:Jzmes@yahoo.com | |

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

3. PROJECT SUMMARY:

- A. Contractor shall administer a pre-trial jail felony mental health diversion program for individuals charged with felony offenses in Fresno County. Program participants are individuals with serious mental disorders who have committed certain felony crimes and found by a Court of competent jurisdiction, to qualify for diversion services pursuant to Penal Code section 1001.36 hereafter referred to as "Felony Mental Health Diversion Clients." Contractor shall provide clinically appropriate or evidence-based mental health treatment and wraparound services across a continuum of care, as appropriate, to meet the individual needs of Felony Mental Health Diversion Clients. For purposes of this section, "wraparound services" means services provided in addition to the mental health treatment necessary to meet the individual's needs for successfully managing his or her mental health symptoms and to successfully live in the community.

4. PROGRAM IMPLEMENTATION FUNDS:

- A. The DSH shall distribute up to 25% of total funds to Contractor for initial program implementation costs incurred under this Agreement. Contractor shall submit to the DSH a written program plan including an outline of the use of the program implementation funding as a deliverable prior to payment of funds. Program implementation costs shall include, but are not limited to:
 - a. Initial procurement and set up of diversion client housing
 - b. Initial administrative operating expenses and equipment
 - c. Initial training and technical assistance activities
 - d. Development of operational guidelines, policies and procedures
 - e. Recruitment, hiring, and orientation activities supporting new staff

5. CONTRACTOR RESPONSIBILITIES:

- A. The estimated total number of unduplicated Felony Mental Health Diversion Clients to be served by Contractor during the term of this agreement is 42. Felony Mental Health Diversion Clients must maintain participation in the Diversion program for a minimum of 30 days to be counted towards the Contractor's target population goals required for distribution of funds as outlined in Exhibit B, Budget Detail. If a participating Felony Mental Health Diversion Client successfully completes the program in less than 30 days, the Contractor may account for the Felony Mental Health Diversion Client in the total reported to DSH for purposes of meeting target population goals required for distribution of funds.
- B. Contractor shall collaborate with community stakeholders and other partner agencies in the planning and implementation of the diversion program as outlined in the required program plan document. Collaborative partners include but are not limited to the following county-specific groups: behavioral health, community-based treatment providers, housing providers, courts, Public Defender, District Attorney, probation and Sheriff/jail administrator.
- C. Contractor shall thoroughly assess and identify which Felony Mental Health Diversion Clients are clinically appropriate for admission into the community-based jail diversion program based upon statutory criteria (Welf. & Inst. Code, § 4361, subd. (c)(1)(A)-(C)). Additionally, Contractor shall initiate and maintain treatment while the Felony Mental Health Diversion Clients are incarcerated and awaiting release from jail and placement in the community.
- D. To the extent not prohibited by Federal law, Contractor shall provide DSH with data no less than quarterly including but not limited to statutory requirements detailed in AB1810 (2018) and Welfare and Institutions Code section 4361 (Section 4361) for individual Felony Mental Health Diversion

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Clients. DSH shall have the right to modify, reduce, or add data elements or outcome measures at any time in its discretion consistent with Section 4361, subdivision (g). Exhibit A Attachment 1 details the statutory data elements that are required. Data shall be submitted in the method and format set forth by the DSH. Contractor shall identify any data in the dataset subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DSH. DSH shall use this data and outcome measures to perform program evaluation to assess the efficacy and resource allocation of the program, for monitoring of the program to ensure that services outlined in law and the proposal were provided, to provide reports to the Legislature and other stakeholders, and to perform research related to provision of improved services to the target population.

- E. Felony Mental Health Diversion Clients housed in community-based diversion programs shall remain under the legal and physical supervision of Contractor. Contractor is responsible for full range of services and supports including but not limited to medical care, transportation, and patients-rights services.
- F. Contractor retains the right to exclude specific individual Felony Mental Health Diversion Clients from the community-based diversion program based on the terms and conditions set forth in the Client's Diversion plan or based on the criteria agreed upon by collaborative partner agencies at any point during participation in the program.
- G. Contractor shall submit a written document outlining the program plan developed and agreed to by all county collaborative partners. Said document shall identify roles and responsibilities, describe the program from initial identification of potential Felony Mental Health Diversion Clients to program completion, and list all services to be provided in the program. Plan shall also include a detailed program flowchart depicting all stages of the program; an itemized budget plan identifying personnel and operation and equipment costs, county match, and other fund sources; and an outline of program implementation costs as detailed in section 4 of this exhibit. The final county plan must be approved by DSH prior to program implementation. Any changes to this plan must be agreed to in writing by both parties.
- H. Contractor shall connect individuals to services in the community after they have completed diversion as defined in this agreement. Contractor shall be responsible for coordinating with behavioral health programs for continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Felony Mental Health Diversion Clients.
- I. Contractor will track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions, by funding source, to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this agreement. A final report itemizing Diversion expenditures and required match contributions, by funding source, shall be due within sixty days after the termination of the agreement.
- J. Contractor shall report in writing via email to the DSH Contract Manager or designee if a current Felony Mental Health Diversion Client is absent without leave (AWOL) or is involved in a Special Incident. Such reporting to DSH will take place within forty-eight (48) hours of such an incident.

A "Special Incident" is a significant patient occurrence or any event which has the potential of adversely affecting the operation of the program. The following occurrences qualify as Special Incidents:

- i. Suicide or attempt;
- ii. Death or serious injury of, or by, patient;

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- iii. Criminal behavior (including arrests, with or without conviction);
 - iv. Any incident which may result in public or media attention to the program.
- K. If Contractor is unable to serve the total number of unduplicated Felony Mental Health Diversion Clients stated in provision 5.A. due to actual client costs exceeding the level of funds available, Contractor shall notify the DSH Contract Manager or designee in writing no less than 180 days prior to the expiration of this Agreement; and shall provide an updated plan to include: 1) an explanation of the reasons for the cost increases; 2) the revised number of Felony Mental Health Diversion Clients to be served by the community-based diversion program; and 3) the revised budget, not to exceed the maximum amount set forth in this Agreement. Upon approval of the revised plan by the DSH, an amendment to this Agreement shall be initiated.
- L. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- M. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- N. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to pertinent Federal, State, and local laws. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the DSH in writing.
- O. Unless otherwise specified, this Agreement may be canceled at any time by Contractor, in writing, with 50 days advance notice. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

6. DSH RESPONSIBILITIES:

- A. DSH shall distribute funds to Contractor in accordance with the schedule outlined in Exhibit B, Budget Detail.
- B. The DSH shall provide a data collection process to Contractor. Contractor shall submit data to the DSH no less than quarterly per statutory requirements. The Contractor shall collect the data elements listed in Exhibit A Attachment 1. Additional elements may be added by DSH in accordance with Section 4361.
- C. Upon receipt of the statutory data requirements (Exhibit A Attachment 1) from Contractor, DSH will analyze data for the purpose of program evaluation, monitoring, reporting, and research.

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- D. DSH will provide a quarterly report to Contractor summarizing the statutory data requirements and outcome measures.

7. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

8. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement for two additional terms of up to one year each, and to add funding sufficient for these periods. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties.

EXHIBIT A, ATTACHMENT 1
STATUTORY OUTCOME DATA REQUIREMENTS

The DSH shall provide a data collection process to the Contractor. Contractor shall complete and submit the required data to the DSH no less than quarterly. Contractor shall identify any data in the dataset subject to the rules of 42 Code of Federal Regulations part 2 upon submission to DSH. The data collection process shall capture, but is not limited to, the following data elements:

1. The number of individuals that the Court ordered to post-booking diversion and the length of time for which the defendant has been ordered to Felony Mental Health Diversion (Diversion).
2. The number of individuals originally declared IST on felony charges that the Court ultimately ordered to Diversion.
3. The number of individuals participating in Diversion.
4. The name, social security number, date of birth, and demographics of each individual participating in Diversion.
5. The length of time in Diversion for each participating individual.
6. The types of services and supports provided to each individual participating in Diversion.
7. The number of days each individual was in jail prior to placement in Diversion.
8. The number of days that each individual spent in each level of care facility.
9. The diagnoses of each individual participating in Diversion.
10. The nature of the charges for each individual participating in Diversion.
11. The number of individuals who completed Diversion.
12. The name, social security number and birthdate of each individual who did not complete Diversion and the reasons for not completing Diversion.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, upon implementation of the pre-trial Felony Mental Health Diversion program and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the schedule of payments specified in section 5, Budget Detail.
- B. Contractor shall submit a single invoice for all initial program implementation costs associated with and pertaining to the written plan submitted to DSH in accordance with Exhibit A, Scope of Work, section 4, "Program Implementation Funds."
- C. Contractor shall submit supporting documentation for each invoice to validate outcomes achieved by the Contractor as specified in Exhibit B, Provision 5.
- D. The DSH shall not be responsible for services performed by Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for distribution of funds, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable
 - iv. Professional license number, if applicable

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v. Invoice total

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment shall be made in accordance with, and within the time specified in, Government Code § 927 et seq.

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed **\$5,843,700.00**.
- B. Funds awarded to the County pursuant to this contract shall be distributed in a total of six (6) installments as outlined below.
- C. Upon contract execution, as well as receipt and approval of the single submitted invoice, the DSH shall disburse one-time program implementation funds to Contractor not exceed \$ **1,460,925** (up to 25% of total awarded).
- D. Upon successful admission of **4** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (10% of Contractor's target population goal), the DSH shall disburse program funds to Contractor not to exceed \$ **584,370.00** (10% of total awarded). Supporting documentation required for distribution of funds shall be an itemized list of clients served by the program including admission date and if applicable, discharge date.
- E. Upon successful admission of **11** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (25% of Contractor's target population goal), DSH shall disburse program funds to Contractor not to exceed \$ **876,555.00** (15% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.

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- F. Upon admission of **21** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (50% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ **1,168,740.00** (20% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.
- G. Upon admission of **32** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (75% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ **876,555.00** (15% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.
- H. Upon admission of **42** total unduplicated Felony Mental Health Diversion Clients with a minimum length of stay of 30 days (100% of Contractor's target population goal), DSH shall disburse the remaining funds to Contractor not to exceed \$ **876,555.00** (15% of total awarded). Supporting documentation required for distribution of funds is an itemized list of clients served by the program including admission date and if applicable, discharge date.
- I. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- J. Contractor shall submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- K. Contractor shall contribute a 20% or \$ **1,168,740.00** match in local county funds. The county match may be cash, in-kind, or a combination thereof. Local county funds allowable include but are not limited to 1991 Realignment, 2011 Realignment, and county general fund. Funding from other state or federal sources, including Medi-Cal federal financial participation, shall not be counted towards the required county match.
- L. Contractor shall utilize Peoplesoft Financial System to track Diversion expenditures and shall provide a report itemizing Diversion expenditures and required match contributions to DSH within sixty days after the close of the months of December and June on a bi-annual basis during the term of this Agreement. A final report itemizing Diversion expenditures and required match contributions shall be due within sixty days after the termination of the agreement.

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EXHIBIT B, ATTACHMENT 1
SAMPLE INVOICE

THIS IS A SAMPLE.

[Insert Contractor's Department company logo/address]

INVOICE

| | |
|------|-----------|
| DATE | INVOICE # |
| | |

Department of State Hospitals
Attn: Accounting Office
1600 9th Street, Room 141
Sacramento, CA 95814

| |
|-------------|
| AGREEMENT # |
| |

| DSH Diversion Funding Disbursement Request | | | | |
|--|--------------|--|------------------------------|------------------------------|
| | Disbursement | | Program Benchmark | Total Disbursement Requested |
| <input type="checkbox"/> | One | | Program Implementation | \$ _____ |
| <input type="checkbox"/> | Two | | Admission of 10% of clients | \$ _____ |
| <input type="checkbox"/> | Three | | Admission of 25% of clients | \$ _____ |
| <input type="checkbox"/> | Four | | Admission of 50% of clients | \$ _____ |
| <input type="checkbox"/> | Five | | Admission of 75% of clients | \$ _____ |
| <input type="checkbox"/> | Six | | Admission of 100% of clients | \$ _____ |

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]
[Insert name/title here]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
6. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896)
7. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
9. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
10. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
11. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

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sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
13. TIMELINESS: Time is of the essence in this Agreement.
14. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
15. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
16. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Gov. Code, §7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Gov. Code, §6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

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- B. "Generated data" is that data, which Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes, or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees. Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, the DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement, which is not disposed of by the Agreement, informally with the DSH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the DSH Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of State Hospitals, 1600 9th Street, Room 101, Sacramento, California 95814. Such written notice must contain the Agreement Number. Within ten days of receipt of the written grievance report from Contractor, the Deputy Director of Administration, or his/her designee, shall meet with Contractor and the Project Manager for the purposes of resolving the dispute. The decision of the Deputy Director shall be final. During the dispute process, Contractor shall proceed diligently with the performance of the Agreement. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse Contractor from full and timely performance of the services required in accordance with the terms of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contract Code §10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as State funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

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- B. If the DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to the DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security, by Contractor, their personnel, subcontractors, and other service providers through this Agreement, be determined.

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- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

**DEPARTMENT OF STATE HOSPITALS
EXHIBIT F
(For Non-HIPAA/HITECH Act Contracts)**

Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.

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- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” collectively (as these terms are defined herein).
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
 - 1. directly or indirectly collectively identifies or uniquely describes an individual; or
 - 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 - 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a); or
 - 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 - 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2), or California Civil Code section 56.05, subdivision (j); or
 - 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 - 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
 - 1. an attempted breach; or
 - 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
 - 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or
 - 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone

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other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. 42 C.F.R. Part 2 compliance: DSH shall receive patient identifying substance use disorder treatment information for program evaluation and auditing purposes. In accordance with 42 C.F.R. part 2.53, DSH agrees to:
- (i) Maintain and destroy patient identifying information and records covered by 42 C.F.R. Part 2 in a manner consistent with the policies and procedures established under 42 C.F.R. part 2.16;
 - (ii) Retain records in compliance with applicable federal, state, and local record retention laws; and
 - (iii) Comply with the limitations on disclosure and use in 42 C.F.R. part 2.53(d).
- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH. DSH and its employees, agents, and subcontractors shall not use any data received from contractor for any purpose other than noted in this agreement, Welfare and Institutions Code section 4361, or Assembly Bill 1810.
- VII. Research compliance: DSH is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). DSH shall receive protected health information and patient identifying substance use disorder treatment information for research purposes. In accordance with 42 C.F.R. part 2.52(a) and 45 C.F.R. part 164.512(i), DSH shall only use the data received from contractor for research purposes after obtaining approval from the State of California's Institutional Review Board, the California Health and Human Services' Committee for the Protection of Human Subjects. DSH shall follow all of its internal policies and procedures for obtaining approval for research using data reported by contractor. DSH agrees to comply with HIPAA and 42 C.F.R. Part 2 regarding all requirements including retention and destruction.
- VIII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.
- IX. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- X. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- XI. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.

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- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- XII. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XIII. Breach and Security Incident Responsibilities:
- A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29 and 1798.82.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably

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- believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
 3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 and 1798.82 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

| DSH Program Contract Manager | DSH Privacy Officer | DSH Chief Information Security Officer |
|--|---|---|
| See the Scope of Work exhibit for Program Contract Manager | Chief Privacy Officer (A) Office of Legal Services California Dept. State Hospitals 1600 9 th Street, Room 433 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: (916) 562-3721 | Chief Information Security Officer Information Security Office 1600 9th Street, Suite 250 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218 |

- XIV. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XVI. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.
- XVII. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.
- C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

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- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
- D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed

or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.

- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.
- E. **Faxing.** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

**Forensic Behavioral Health Program
Turning Point of Central Ca, Inc.
OE/OP/ICM Ramp-up (Sep 22, 2020 - Dec 31, 2020)**

PROGRAM EXPENSES

| 1000: SALARIES & BENEFITS | | | | | |
|--|-----------------------------------|-------------|--------------|------------------|------------------|
| Employee Salaries | | | | | |
| Acct # | Position | FTE | Admin | Direct | Total |
| 1101 | PROGRAM DIRECTOR | 0.05 | \$ - | \$ 1,393 | \$ 1,393 |
| 1102 | ASST. PROGRAM DIRECTOR | 0.10 | - | 2,628 | 2,628 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 0.10 | - | 2,552 | 2,552 |
| 1104 | REGISTERED NURSE | 0.10 | - | 2,063 | 2,063 |
| 1105 | CRIMINAL JUSTICE REHAB SPECIALIST | 0.10 | - | 775 | 775 |
| 1106 | EDU & EMP REHAB SPECIALIST | 0.10 | - | 775 | 775 |
| 1107 | PEER SUPPORT SPECIALIST | 0.10 | - | 222 | 222 |
| 1108 | BOOKKEEPER/BILLER | 0.10 | - | 438 | 438 |
| 1109 | SECRETARY | 0.10 | - | 117 | 117 |
| 1110 | ADMINISTRATIVE ASSISTANT | 0.10 | - | 1,257 | 1,257 |
| 1111 | | | - | - | - |
| 1112 | | | - | - | - |
| 1113 | | | - | - | - |
| 1114 | | | - | - | - |
| 1115 | | | - | - | - |
| 1116 | | | - | - | - |
| 1117 | | | - | - | - |
| 1118 | | | - | - | - |
| 1119 | | | - | - | - |
| 1120 | | | - | - | - |
| Personnel Salaries Subtotal | | 0.95 | \$ - | \$ 12,220 | \$ 12,220 |
| Employee Benefits | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1201 | Retirement | | \$ - | \$ 398 | \$ 398 |
| 1202 | Worker's Compensation | | - | 339 | 339 |
| 1203 | Health Insurance | | - | 704 | 704 |
| 1204 | Other - Dental Insurance | | - | 56 | 56 |
| 1205 | Other - Accrued Paid Leave | | - | 1,329 | 1,329 |
| 1206 | Other - Benefits (ACI) | | - | 5 | 5 |
| Employee Benefits Subtotal: | | | \$ - | \$ 2,832 | \$ 2,832 |
| Payroll Taxes & Expenses: | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1301 | OASDI | | \$ - | \$ 186 | \$ 186 |
| 1302 | FICA/MEDICARE | | - | 1,016 | 1,016 |
| 1303 | SUI | | - | 167 | 167 |
| 1304 | Other (Specify) | | - | - | - |
| 1305 | Other (Specify) | | - | - | - |
| 1306 | Other (Specify) | | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | | \$ - | \$ 1,369 | \$ 1,369 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | | \$ - | \$ 16,421 | \$ 16,421 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---------------------------------|-----------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | - |
| 2003 | Client Transportation & Support | 150 |
| 2004 | Clothing, Food, & Hygiene | 300 |
| 2005 | Education Support | 500 |
| 2006 | Employment Support | - |
| 2007 | Household Items for Clients | - |
| 2008 | Medication Supports | - |
| 2009 | Program Supplies - Medical | 750 |
| 2010 | Utility Vouchers | - |
| 2011 | Other (Specify) | - |
| 2012 | Other (Specify) | - |
| 2013 | Other (Specify) | - |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 1,700 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 4,000 |
| 3002 | Printing/Postage | 330 |
| 3003 | Office, Household & Program Supplies | 1,110 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 2,636 |
| 3006 | Staff Mileage | 80 |
| 3007 | Subscriptions & Memberships | 340 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 980 |
| 3009 | Other: Miscellaneous Staff Travel | 297 |
| 3010 | Other: Licensing | 200 |
| 3011 | Other: Recruitment | 200 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 10,173 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|---|-----------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 240 |
| 4002 | Rent/Lease Building | 3,333 |
| 4003 | Rent/Lease Equipment | 100 |
| 4004 | Rent/Lease Vehicles | 1,080 |
| 4005 | Security | 200 |
| 4006 | Utilities | 680 |
| 4007 | Other: Janitorial Services and Supplies | 30 |
| 4008 | Other (Specify) | - |
| 4009 | Other (Specify) | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 5,663 |

| 5000: SPECIAL EXPENSES |
|-------------------------------|
|-------------------------------|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|-----------------|
| 5001 | Consultant (Network & Data Management) | \$ - |
| 5002 | HMIS (Health Management Information System) | - |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | - |
| 5005 | Other - O/S Building Maintenance and Repair | 1,000 |
| 5006 | Other - O/S Counselor | - |
| 5007 | Other - O/S Psychiatrist | - |
| 5008 | Other - O/S Consultant | 600 |
| SPECIAL EXPENSES TOTAL: | | \$ 1,600 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|-----------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 7,668 |
| 6002 | Professional Liability Insurance | - |
| 6003 | Accounting/Bookkeeping | - |
| 6004 | External Audit | - |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 130 |
| 6006 | Payroll Services | 44 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 60 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 7,902 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 5,756 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | 274 |
| 7003 | Furniture & Fixtures | 6,000 |
| 7004 | Leasehold/Tenant/Building Improvements | 3,300 |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other (Specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 15,330 |

| | | |
|-------------------------------|--|------------------|
| TOTAL PROGRAM EXPENSES | | \$ 58,789 |
|-------------------------------|--|------------------|

PROGRAM FUNDING SOURCES

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

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

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

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|---------------------------|------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 19,753 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 19,753 |

| 8400 - OTHER REVENUE | | |
|-----------------------------|------------------------------|------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ - |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 39,036 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 39,036 |

TOTAL PROGRAM FUNDING SOURCES: \$ 58,789

NET PROGRAM COST: \$ 0

**Forensic Behavioral Health Program
Turning Point of Central Ca, Inc.
OE/OP/ICM Ramp-up (Sep 22, 2020 - Dec 31, 2020) Budget Narrative**

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|---------------|---|
| 1000: SALARIES & BENEFITS | | 16,421 | |
| Employee Salaries | | 12,220 | |
| 1101 | PROGRAM DIRECTOR | 1,393 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of pay for this position is \$50.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$52,458.00. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. |
| 1102 | ASST. PROGRAM DIRECTOR | 2,628 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is \$42.36/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$88,114. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 2,552 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is \$44.45/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$92,456. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1104 | REGISTERED NURSE | 2,063 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Nurse won't be hired until Year 2 so the registered nurse will be doing the duties of the nurse. Rate of pay for this position is \$64.76/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$134,706. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1105 | CRIMINAL JUSTICE REHAB SPECIALIST | 775 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$50,610. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1106 | EDU & EMP REHAB SPECIALIST | 775 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$32,671. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|----------------------------|--------------|---|
| 1107 | PEER SUPPORT SPECIALIST | 222 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$15.71/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$32,671 First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not changed since it's already been accrued. |
| 1108 | BOOKKEEPER/BILLER | 438 | This is a combined position for the first year to do the billing and the bookkeeping. Rate of pay for this position is 21.59 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper/Biller is \$44,908. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | SECRETARY | 117 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$16.51 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$34,334 First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not changed since it's already been accrued. |
| 1110 | ADMINISTRATIVE ASSISTANT | 1,257 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$22.77 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$47,361. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1111 | 0 | - | |
| 1112 | 0 | - | |
| 1113 | 0 | - | |
| 1114 | 0 | - | |
| 1115 | 0 | - | |
| 1116 | 0 | - | |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |
| Employee Benefits | | 2,832 | |
| 1201 | Retirement | 398 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 339 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 704 | Agency cost for health insurance; health plans vary on what the employee chooses. This is the range per employer cost from \$399.15 per month to \$1299.24 per month. An average of \$8000.00 per year was used. |
| 1204 | Other - Dental Insurance | 56 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Other - Accrued Paid Leave | 1,329 | The monetary value of staff paid leave hours as they accrue on a monthly basis. |
| 1206 | Other - Benefits (ACI) | 5 | Employee assistance program. |
| Payroll Taxes & Expenses: | | 1,369 | |
| 1301 | OASDI | 186 | Employer pays 1.40% of employee's full salary. |
| 1302 | FICA/MEDICARE | 1,016 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). 7.65% of full salary. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|-----------------|-----|---|
| 1303 | SUI | 167 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. Employer pays 1.26% of all wages. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |
| | | | Employee assistance program |

| 2000: CLIENT SUPPORT | | 1,700 | |
|----------------------|---------------------------------|-------|---|
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | - | |
| 2003 | Client Transportation & Support | 150 | Cost for client transportation, since this is ramp up we will purchase bus tokens ahead of the program opening to have available when the clients start to come in |
| 2004 | Clothing, Food, & Hygiene | 300 | Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) Packages will be prepared before the clients start the program. |
| 2005 | Education Support | 500 | Cost of course fees and educational materials distributed to clients. Including court ordered educational class. |
| 2006 | Employment Support | - | |
| 2007 | Household Items for Clients | - | |
| 2008 | Medication Supports | - | |
| 2009 | Program Supplies - Medical | 750 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | - | |
| 2011 | Other (Specify) | - | |
| 2012 | Other (Specify) | - | |
| 2013 | Other (Specify) | - | |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 10,173 | |
|--------------------------|--------------------------------------|--------|--|
| 3001 | Telecommunications | 4,000 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) For ramp up we will purchase phones, phone system, set up internet lines and whatever wiring is needed during the ramp up in regards to communications |
| 3002 | Printing/Postage | 330 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 1,110 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 2,636 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 80 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|--|-----|--|
| 3007 | Subscriptions & Memberships | 340 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 980 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 297 | Miscellaneous travel expenses while staff are offsite getting their educational requirements completed |
| 3010 | Other: Licensing | 200 | Business licenses and other licensing needed |
| 3011 | Other: Recruitment | 200 | Staff Recruitment includes ads for recruiting, live scans, DMV printouts and etc. |
| 3012 | Other (Specify) | - | |

| 4000: FACILITIES & EQUIPMENT | | 5,663 | |
|------------------------------|---|-------|---|
| 4001 | Building Maintenance | 240 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 3,333 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 100 | Cost of rent/lease payments made for furniture and equipment leases. |
| 4004 | Rent/Lease Vehicles | 1,080 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 200 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 680 | Cost of service for power, gas, water, sewer, garbage, etc. |
| 4007 | Other: Janitorial Services and Supplies | 30 | Cost of items or services to maintain the esthetics of the premises. (Examples: cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc.) |
| 4008 | Other (Specify) | - | |
| 4009 | Other (Specify) | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 1,600 | |
|------------------------|---|-------|---|
| 5001 | Consultant (Network & Data Management) | - | |
| 5002 | HMIS (Health Management Information System) | - | |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | - | |
| 5005 | Other - O/S Building Maintenance and Repair | 1,000 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should be used if a specific outside labor contractor is doing an identifiable project. |
| 5006 | Other - O/S Counselor | - | |
| 5007 | Other - O/S Psychiatrist | - | |
| 5008 | Other - O/S Consultant | 600 | These accounts are assigned to record various professional services provided by contracted sources working as independent agents. |

| 6000: ADMINISTRATIVE EXPENSES | | 7,902 | |
|-------------------------------|---|-------|---|
| 6001 | Administrative Overhead | 7,668 | Support of corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | | |
| 6003 | Accounting/Bookkeeping | - | |
| 6004 | External Audit | - | |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 130 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 44 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 60 | This account should be charged for the depreciation expense of the Agency's tangible assets. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|-----------------|-----|---|
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 15,330 | |
|--------------------|--|--------|--|
| 7001 | Computer Equipment & Software | 5,756 | Purchasing of all the laptop computers, monitors, docking stations, keyboards and mice for 25 employees that will work the program over the years. |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | 274 | Cell phones for 8 staff |
| 7003 | Furniture & Fixtures | 6,000 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | 3,300 | Improvements to the building as needed that isn't covered by the landlord for the site to be specific for this program needs. |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other (Specify) | - | |

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 58,789
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 58,789

**Forensic Behavioral Health Program
Turning Point of Central Ca, Inc.
FSP/ACT Ramp-up (Sep 22, 2020 - Dec 31, 2020)**

PROGRAM EXPENSES

| 1000: SALARIES & BENEFITS | | | | | |
|--|-----------------------------------|-------------|-------------|-------------------|-------------------|
| Employee Salaries | | | | | |
| Acct # | Position | FTE | Admin | Direct | Total |
| 1101 | PROGRAM DIRECTOR | 0.45 | \$ - | \$ 12,537 | \$ 12,537 |
| 1102 | ASSISTANT PROGRAM DIRECTOR | 0.90 | - | 23,655 | 23,655 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 0.90 | - | 22,966 | 22,966 |
| 1104 | REGISTERED NURSE | 0.90 | - | 18,566 | 18,566 |
| 1105 | CRIMINAL JUSTICE REHAB SPECIALIST | 0.90 | - | 6,974 | 6,974 |
| 1106 | EDU & EMP REHAB SPECIALIST | 0.90 | - | 6,974 | 6,974 |
| 1107 | PEER SUPPORT SPECIALIST | 0.90 | - | 2,002 | 2,002 |
| 1108 | BOOKKEEPER/BILLER | 0.90 | - | 3,940 | 3,940 |
| 1109 | SECRETARY | 0.90 | - | 1,053 | 1,053 |
| 1110 | ADMINISTRATIVE ASSISTANT | 0.90 | - | 11,313 | 11,313 |
| 1111 | | | | | - |
| 1112 | | | | | - |
| 1113 | | | | | - |
| 1114 | | | | | - |
| 1115 | | | | | - |
| 1116 | | | | | - |
| 1117 | | | | | - |
| 1118 | | | - | - | - |
| 1119 | | | - | - | - |
| 1120 | | | - | - | - |
| Personnel Salaries Subtotal | | 8.55 | \$ - | \$ 109,980 | \$ 109,980 |
| Employee Benefits | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1201 | Retirement | | \$ - | \$ 3,586 | \$ 3,586 |
| 1202 | Worker's Compensation | | - | 3,054 | 3,054 |
| 1203 | Health Insurance | | - | 6,335 | 6,335 |
| 1204 | Other - Dental Insurance | | - | 498 | 498 |
| 1205 | Other - Accrued Paid Leave | | - | 11,960 | 11,960 |
| 1206 | Other - Benefits (ACI) | | - | 41 | 41 |
| Employee Benefits Subtotal: | | | \$ - | \$ 25,474 | \$ 25,474 |
| Payroll Taxes & Expenses: | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1301 | OASDI | | \$ - | \$ 1,674 | \$ 1,674 |
| 1302 | FICA/MEDICARE | | - | 9,145 | 9,145 |
| 1303 | SUI | | - | 1,506 | 1,506 |
| 1304 | Other (Specify) | | - | - | - |
| 1305 | Other (Specify) | | - | - | - |
| 1306 | Other (Specify) | | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | | \$ - | \$ 12,324 | \$ 12,324 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | | \$ - | \$ 147,779 | \$ 147,779 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---------------------------------|------------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | - |
| 2003 | Client Transportation & Support | 1,350 |
| 2004 | Clothing, Food, & Hygiene | 2,700 |
| 2005 | Education Support | 4,500 |
| 2006 | Employment Support | - |
| 2007 | Household Items for Clients | - |
| 2008 | Medication Supports | - |
| 2009 | Program Supplies - Medical | 6,750 |
| 2010 | Utility Vouchers | - |
| 2011 | Other (Specify) | - |
| 2012 | Other (Specify) | - |
| 2013 | Other (Specify) | - |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 15,300 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 36,000 |
| 3002 | Printing/Postage | 2,970 |
| 3003 | Office, Household & Program Supplies | 9,996 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 23,730 |
| 3006 | Staff Mileage | 720 |
| 3007 | Subscriptions & Memberships | 3,060 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 8,820 |
| 3009 | Other: Miscellaneous Staff Travel | 2,670 |
| 3010 | Other: Licensing | 1,800 |
| 3011 | Other: Recruitment | 1,800 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 91,566 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|---|------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 2,160 |
| 4002 | Rent/Lease Building | 30,000 |
| 4003 | Rent/Lease Equipment | 900 |
| 4004 | Rent/Lease Vehicles | 9,720 |
| 4005 | Security | 1,800 |
| 4006 | Utilities | 6,120 |
| 4007 | Other: Janitorial Services and Supplies | 270 |
| 4008 | Other (Specify) | - |
| 4009 | Other (Specify) | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 50,970 |

| 5000: SPECIAL EXPENSES |
|-------------------------------|
|-------------------------------|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|------------------|
| 5001 | Consultant (Network & Data Management) | \$ - |
| 5002 | HMIS (Health Management Information System) | - |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | - |
| 5005 | Other - O/S Building Maintenance and Repair | 9,000 |
| 5006 | Other - O/S Counselor | - |
| 5007 | Other - O/S Psychiatrist | - |
| 5008 | Other - O/S Consultant | 5,400 |
| SPECIAL EXPENSES TOTAL: | | \$ 14,400 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|------------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 69,013 |
| 6002 | Professional Liability Insurance | - |
| 6003 | 0 | - |
| 6004 | External Audit | - |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 1,170 |
| 6006 | Payroll Services | 395 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 540 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 71,118 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|-------------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 51,803 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | 2,467 |
| 7003 | Furniture & Fixtures | 54,000 |
| 7004 | Leasehold/Tenant/Building Improvements | 29,700 |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other (Specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 137,970 |

| | |
|-------------------------------|-------------------|
| TOTAL PROGRAM EXPENSES | \$ 529,103 |
|-------------------------------|-------------------|

PROGRAM FUNDING SOURCES

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | | |
|---|------------------------|---------------|------|--------|
| Acct # | Line Item Description | Service Units | Rate | Amount |
| 8001 | Mental Health Services | 0 | - | \$ - |
| 8002 | Case Management | 0 | - | - |
| 8003 | Crisis Services | 0 | - | - |
| 8004 | Medication Support | 0 | - | - |
| 8005 | Collateral | 0 | - | - |
| 8006 | Plan Development | 0 | - | - |
| 8007 | Assessment | 0 | - | - |

| | | | | |
|---|----------------|----------|----|-------------|
| 8008 | Rehabilitation | 0 | - | - |
| Estimated Specialty Mental Health Services Billing Totals: | | 0 | | \$ - |
| Estimated % of Clients who are Medi-Cal Beneficiaries | | | | 0% |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries | | | | - |
| Federal Financial Participation (FFP) % | | | 0% | - |
| MEDI-CAL FFP TOTAL | | | | \$ - |

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

| 8200 - REALIGNMENT | | |
|--------------------------|-----------------------|---------------|
| Acct # | Line Item Description | Amount |
| 8201 | Realignment | \$ (0) |
| REALIGNMENT TOTAL | | \$ (0) |

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|---|--|---------------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 177,779 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 177,779 |

| 8400 - OTHER REVENUE | | |
|----------------------------|------------------------|-------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ - |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 351,324 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 351,324 |

| | |
|---------------------------------------|-------------------|
| TOTAL PROGRAM FUNDING SOURCES: | \$ 529,103 |
|---------------------------------------|-------------------|

| | |
|--------------------------|-------------|
| NET PROGRAM COST: | \$ - |
|--------------------------|-------------|

**Forensic Behavioral Health Program
Turning Point of Central Ca, Inc.
FSP/ACT Ramp-up (Sep 22, 2020 - Dec 31, 2020) Budget Narrative**

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|----------------|---|
| 1000: SALARIES & BENEFITS | | 147,779 | |
| Employee Salaries | | 109,980 | |
| 1101 | PROGRAM DIRECTOR | 12,537 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of Pay for this position is \$50.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$52,458.00. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. |
| 1102 | ASSISTANT PROGRAM DIRECTOR | 23,655 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is \$42.36/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$88,114. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 22,966 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is \$44.45/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$92,456. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1104 | REGISTERED NURSE | 18,566 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Nurse won't be hired until Year 2 so the registered nurse will be doing the duties of the nurse. Rate of pay for this position is \$64.76/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$134,706. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1105 | CRIMINAL JUSTICE REHAB SPECIALIST | 6,974 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$50,610. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1106 | EDU & EMP REHAB SPECIALIST | 6,974 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$32,671. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|----------------------------|---------------|--|
| 1107 | PEER SUPPORT SPECIALIST | 2,002 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$15.71/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$32,671. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1108 | BOOKKEEPER/BILLER | 3,940 | This is a combined position for the first year to do the billing and the bookkeeping. Rate of pay for this position is \$21.59/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper/Biller is \$44,908. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | SECRETARY | 1,053 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$16.51/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$34,334. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1110 | ADMINISTRATIVE ASSISTANT | 11,313 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$22.77 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$47,361. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1111 | 0 | - | |
| 1112 | 0 | - | |
| 1113 | 0 | - | |
| 1114 | 0 | - | |
| 1115 | 0 | - | |
| 1116 | 0 | - | |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |
| Employee Benefits | | 25,474 | |
| 1201 | Retirement | 3,586 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 3,054 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 6,335 | Agency cost for health insurance; health plans vary on what the employee chooses. This is the range per employer cost from \$399.15 per month to \$1299.24 per month. An average of \$8000.00 per year is used. |
| 1204 | Other - Dental Insurance | 498 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Other - Accrued Paid Leave | 11,960 | The monetary value of staff paid leave hours as they accrue on a monthly basis. |
| 1206 | Other - Benefits (ACI) | 41 | Employee assistance program. |
| Payroll Taxes & Expenses: | | 12,324 | |
| 1301 | OASDI | 1,674 | Employer pays 1.40% of employee's full salary. |
| 1302 | FICA/MEDICARE | 9,145 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). 7.65% of full salary. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|-----------------|-------|---|
| 1303 | SUI | 1,506 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. Employer pays 1.26% of all wages. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |
| | | | Employee assistance program |

| 2000: CLIENT SUPPORT | | 15,300 | |
|----------------------|---------------------------------|--------|---|
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | - | |
| 2003 | Client Transportation & Support | 1,350 | Cost for client transportation, since this is ramp up we will purchase bus tokens ahead of the program opening to have available when the clients start to come in |
| 2004 | Clothing, Food, & Hygiene | 2,700 | Cost of client hygiene supplies and non-work related clothing. (Examples: clothes, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) Packages will be prepared before the clients start the program. |
| 2005 | Education Support | 4,500 | Cost of course fees and educational materials distributed to clients. Including court ordered educational class. |
| 2006 | Employment Support | - | |
| 2007 | Household Items for Clients | - | |
| 2008 | Medication Supports | - | |
| 2009 | Program Supplies - Medical | 6,750 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | - | |
| 2011 | Other (Specify) | - | |
| 2012 | Other (Specify) | - | |
| 2013 | Other (Specify) | - | |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 91,566 | |
|--------------------------|--------------------------------------|--------|--|
| 3001 | Telecommunications | 36,000 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) For ramp up we will purchase phones, phone system, set up internet lines and whatever wiring is needed during the ramp up in regards to communications |
| 3002 | Printing/Postage | 2,970 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 9,996 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 23,730 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 720 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|--|-------|--|
| 3007 | Subscriptions & Memberships | 3,060 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 8,820 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 2,670 | Miscellaneous travel expenses while staff are offsite getting their educational requirements completed |
| 3010 | Other: Licensing | 1,800 | Business licenses and other licensing needed |
| 3011 | Other: Recruitment | 1,800 | Staff Recruitment includes ads for recruiting, live scans, DMV printouts and etc. |
| 3012 | Other (Specify) | - | |

| 4000: FACILITIES & EQUIPMENT | | 50,970 | |
|------------------------------|---|--------|---|
| 4001 | Building Maintenance | 2,160 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 30,000 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 900 | Cost of rent/lease payments made for furniture and equipment leases. |
| 4004 | Rent/Lease Vehicles | 9,720 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 1,800 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 6,120 | Cost of service for power, gas, water, sewer, garbage, etc. |
| 4007 | Other: Janitorial Services and Supplies | 270 | Cost of items or services to maintain the esthetics of the premises. (Examples: cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc.) |
| 4008 | Other (Specify) | - | |
| 4009 | Other (Specify) | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 14,400 | |
|------------------------|---|--------|---|
| 5001 | Consultant (Network & Data Management) | - | |
| 5002 | HMIS (Health Management Information System) | - | |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | - | |
| 5005 | Other - O/S Building Maintenance and Repair | 9,000 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should be used if a specific outside labor contractor is doing an identifiable project. |
| 5006 | Other - O/S Counselor | - | |
| 5007 | Other - O/S Psychiatrist | - | |
| 5008 | Other - O/S Consultant | 5,400 | These accounts are assigned to record various professional services provided by contracted sources working as independent agents. |

| 6000: ADMINISTRATIVE EXPENSES | | 71,118 | |
|-------------------------------|---|--------|---|
| 6001 | Administrative Overhead | 69,013 | Support of corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | | |
| 6003 | 0 | - | |
| 6004 | External Audit | - | |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 1,170 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 395 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 540 | This account should be charged for the depreciation expense of the Agency's tangible assets. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|-----------------|-----|---|
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 137,970 | |
|--------------------|--|---------|--|
| 7001 | Computer Equipment & Software | 51,803 | Purchasing of all the laptop computers, monitors, docking stations, keyboards and mice for 25 employees that will work the program over the years. |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | 2,467 | Cell phones for 8 staff |
| 7003 | Furniture & Fixtures | 54,000 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | 29,700 | Improvements to the building as needed that isn't covered by the landlord for the site to be specific for this program needs. |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other (Specify) | - | |

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 529,103
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 529,103

FORENSIC MH OE/OP/ICM BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2020-21): Jan 1, 2021 - Jun 30, 2021

PROGRAM EXPENSES

| 1000: SALARIES & BENEFITS | | | | | |
|--|-----------------------------------|-------------|--------------|------------------|------------------|
| Employee Salaries | | | | | |
| Acct # | Position | FTE | Admin | Direct | Total |
| 1101 | PROGRAM DIRECTOR | 0.05 | \$ - | \$ 2,413 | \$ 2,413 |
| 1102 | ASST. PROGRAM DIRECTOR | 0.10 | - | 4,034 | 4,034 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 0.20 | - | 8,463 | 8,463 |
| 1104 | REGISTERED NURSE | 0.10 | - | 6,154 | 6,154 |
| 1105 | LVN | 0.00 | - | - | - |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 0.10 | - | 2,303 | 2,303 |
| 1107 | EDU & EMP REHAB SPECIALIST | 0.10 | - | 2,303 | 2,303 |
| 1108 | PEER SUPPORT SPECIALIST | 0.20 | - | 2,974 | 2,974 |
| 1109 | BILLER | 0.00 | - | - | - |
| 1110 | BOOKKEEPER | 0.00 | - | - | - |
| 1111 | BOOKKEEPER/BILLER | 0.10 | - | 2,043 | 2,043 |
| 1112 | SECRETARY | 0.10 | - | 1,562 | 1,562 |
| 1113 | ADMINISTRATIVE ASSISTANT | 0.10 | - | 2,155 | 2,155 |
| 1114 | PSC SUPERVISOR | 0.10 | - | 3,102 | 3,102 |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 0.10 | - | 2,303 | 2,303 |
| 1116 | GROUP FACILITATOR SPECIALIST | 0.10 | - | 2,303 | 2,303 |
| 1117 | | | | | - |
| 1118 | | | - | - | - |
| 1119 | | | - | - | - |
| 1120 | | | - | - | - |
| Personnel Salaries Subtotal | | 1.45 | \$ - | \$ 42,112 | \$ 42,112 |
| Employee Benefits | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1201 | Retirement | | \$ - | \$ 1,373 | \$ 1,373 |
| 1202 | Worker's Compensation | | - | 987 | 987 |
| 1203 | Health Insurance | | - | 5,800 | 5,800 |
| 1204 | Dental Insurance | | - | 456 | 456 |
| 1205 | Accrued Paid Leave | | - | 4,577 | 4,577 |
| 1206 | Other Benefits (ACI) | | - | 16 | 16 |
| Employee Benefits Subtotal: | | | \$ - | \$ 13,208 | \$ 13,208 |
| Payroll Taxes & Expenses: | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1301 | OASDI | | \$ - | \$ 641 | \$ 641 |
| 1302 | FICA/MEDICARE | | - | 3,501 | 3,501 |
| 1303 | SUI | | - | 577 | 577 |
| 1304 | Other (Specify) | | - | - | - |
| 1305 | Other (Specify) | | - | - | - |
| 1306 | Other (Specify) | | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | | \$ - | \$ 4,719 | \$ 4,719 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | | \$ - | \$ 60,039 | \$ 60,039 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---|------------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | 25,709 |
| 2003 | Client Transportation & Support | 504 |
| 2004 | Clothing, Food, & Hygiene | 552 |
| 2005 | Education Support | 660 |
| 2006 | Employment Support | 12 |
| 2007 | Household Items for Clients | 120 |
| 2008 | Medication Supports | 816 |
| 2009 | Program Supplies - Medical | 156 |
| 2010 | Utility Vouchers | 24 |
| 2011 | Other: Client Activities and Recreation | 528 |
| 2012 | Other: TP Placement | 720 |
| 2013 | Other: Client Urine Testing | 144 |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 29,945 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 1,492 |
| 3002 | Printing/Postage | 180 |
| 3003 | Office, Household & Program Supplies | 3,224 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 5,583 |
| 3006 | Staff Mileage | 180 |
| 3007 | Subscriptions & Memberships | 816 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 2,342 |
| 3009 | Other: Miscellaneous Staff Travel | 1,096 |
| 3010 | Other: Licensing | 240 |
| 3011 | Other: Recruitment | 156 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 15,309 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|---|------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 72 |
| 4002 | Rent/Lease Building | 7,000 |
| 4003 | Rent/Lease Equipment | 108 |
| 4004 | Rent/Lease Vehicles | 2,592 |
| 4005 | Security | 168 |
| 4006 | Utilities | 1,620 |
| 4007 | Other: Janitorial Services and Supplies | 792 |
| 4008 | Other: Equipment Maintenance | 36 |
| 4009 | Other (Specify) | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 12,388 |

| 5000: SPECIAL EXPENSES | | |
|-------------------------------|--|--|
|-------------------------------|--|--|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|------------------|
| 5001 | Insurance (Specify): | \$ - |
| 5002 | HMIS (Health Management Information System) | 2,160 |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | 276 |
| 5005 | Other: O/S Building Maintenance and Repair | - |
| 5006 | Other O/S Counselor | 1,872 |
| 5007 | Other O/S Psychiatrist | 21,764 |
| 5008 | Other O/S Consultant | - |
| SPECIAL EXPENSES TOTAL: | | \$ 26,072 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|------------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 21,902 |
| 6002 | Professional Liability Insurance | - |
| 6003 | Accounting/Bookkeeping | - |
| 6004 | External Audit | 192 |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella ☑ | 456 |
| 6006 | Payroll Services | 196 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 132 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 22,878 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|-----------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 852 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - |
| 7003 | Furniture & Fixtures | 384 |
| 7004 | Leasehold/Tenant/Building Improvements | - |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other DSHS | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 1,236 |

| | | |
|-------------------------------|--|-------------------|
| TOTAL PROGRAM EXPENSES | | \$ 167,867 |
|-------------------------------|--|-------------------|

PROGRAM FUNDING SOURCES

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | | |
|---|------------------------------|----------------------|-------------|------------------|
| Acct # | Line Item Description | Service Units | Rate | Amount |
| 8001 | Mental Health Services | 3,215 | 3.52 | \$ 11,317 |
| 8002 | Case Management | 1,477 | 2.38 | 3,515 |
| 8003 | Crisis Services | 259 | 3.62 | 938 |
| 8004 | Medication Support | 4,709 | 6.55 | 30,844 |
| 8005 | Collateral | 1,231 | 3.52 | 4,333 |
| 8006 | Plan Development | 637 | 3.52 | 2,242 |
| 8007 | Assessment | 1,046 | 3.52 | 3,682 |
| 8008 | Rehabilitation | 2,630 | 3.52 | 9,258 |
| Estimated Specialty Mental Health Services Billing Totals: | | 15,204 | | \$ 66,128 |
| Estimated % of Clients who are Medi-Cal Beneficiaries | | | | 100% |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries | | | | 66,128 |
| Federal Financial Participation (FFP) % | | | 77% | 50,919 |
| MEDI-CAL FFP TOTAL | | | | \$ 50,919 |

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

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

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|---------------------------|------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 39,180 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 39,180 |

| 8400 - OTHER REVENUE | | |
|-----------------------------|------------------------------|------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ 340 |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 77,428 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 77,768 |

| | |
|---------------------------------------|-------------------|
| TOTAL PROGRAM FUNDING SOURCES: | \$ 167,867 |
|---------------------------------------|-------------------|

| | |
|--------------------------|-------------|
| NET PROGRAM COST: | \$ 0 |
|--------------------------|-------------|

FORENSIC MH OE/OP/ICM BUDGET

Turning Point of Central Ca, Inc.

Fiscal Year (FY 2020-21): Jan 1, 2021 - Jun 30, 2021 Budget Narrative

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|---------------|--|
| 1000: SALARIES & BENEFITS | | 60,039 | |
| Employee Salaries | | 42,112 | |
| 1101 | PROGRAM DIRECTOR | 2,413 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of Pay for this position is \$50.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$52,458. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. |
| 1102 | ASST. PROGRAM DIRECTOR | 4,034 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is \$42.36/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$88,114. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 8,463 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is \$44.45/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$92,456. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1104 | REGISTERED NURSE | 6,154 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Rate of pay for this position is \$64.76/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$134,706. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1105 | LVN | - | Administer needed medications and educate about important medications issues. This will be done by the Registered Nurse the first year and this position will come on board Year 2. |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 2,303 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is 24.33 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$50,610, First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1107 | EDU & EMP REHAB SPECIALIST | 2,303 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$32,671. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---------------------------|-------|--|
| 1108 | PEER SUPPORT SPECIALIST | 2,974 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$15.71/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$32,671. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | BILLER | - | |
| 1110 | BOOKKEEPER | - | |
| 1111 | BOOKKEEPER/BILLER | 2,043 | This is a combined position for the first year to do the billing and the bookkeeping. Rate of pay for this position is \$21.59/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper/Biller is \$44,908. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1112 | SECRETARY | 1,562 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$16.51/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$34,334. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1113 | ADMINISTRATIVE ASSISTANT | 2,155 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$22.77/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$47,361. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1114 | PSC SUPERVISOR | 3,102 | Provides supervision to all PSCs/Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assists in training new staff and reporting to the Assistant Program Director. Rate of pay for this position is \$33.78/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PSC Supervisor is \$70,258. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 2,303 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in supporting and providing services for those who suffer from a co-occurring diagnosis. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Dual Diagnosis Specialist is \$50,610. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|------------------------------|-------|---|
| 1116 | GROUP FACILITATOR SPECIALIST | 2,303 | The PSC Group Facilitator is a position to facilitate the "Changing Offender Behavior" and "Cognitive Behavioral Interventions" Group Curriculum. The Group Facilitator organizes, schedules and facilitates daily groups for all eligible individuals. Groups are intended to address both the individual's criminogenic and mental health needs and risks. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Group Facilitator Specialist is \$50,610. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |

| Employee Benefits | | 13,208 | |
|--------------------------|-----------------------|---------------|--|
| 1201 | Retirement | 1,373 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 987 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 5,800 | Agency cost for health insurance, our health plans vary on what the employee chooses. This is the range per employer cost from \$399.15 per month to \$1299.24 per month. An average of \$8000.00 per year was used. |
| 1204 | Dental Insurance | 456 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Accrued Paid Leave | 4,577 | The monetary value of staff Paid Leave hours as they accrue on a monthly basis. Calculation is 10% of salaries. |
| 1206 | Other Benefits (ACI) | 16 | Employee assistance program. |

| Payroll Taxes & Expenses: | | 4,719 | |
|--------------------------------------|-----------------|--------------|--|
| 1301 | OASDI | 641 | Employer pays 1.40% of employee's full salary. |
| 1302 | FICA/MEDICARE | 3,501 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). 7.65% of full salary. |
| 1303 | SUI | 577 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. Employer pays 1.26% of all wages. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |

| 2000: CLIENT SUPPORT | | 29,945 | |
|-----------------------------|---------------------------------|---------------|--|
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | 25,709 | Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.) |
| 2003 | Client Transportation & Support | 504 | Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.) |
| 2004 | Clothing, Food, & Hygiene | 552 | Cost for client hygiene supplies and non-work related clothing. (Examples: cloths, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) |
| 2005 | Education Support | 660 | Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class. |
| 2006 | Employment Support | 12 | Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.) |
| 2007 | Household Items for Clients | 120 | Cost of household items needed for clients |
| 2008 | Medication Supports | 816 | Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-----|---|
| 2009 | Program Supplies - Medical | 156 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | 24 | Cost of client utility bills and/or security deposits. |
| 2011 | Other: Client Activities and Recreation | 528 | Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, admission fees to events, etc.) |
| 2012 | Other: TP Placement | 720 | Client Housing supports that might include using one of Turning Point facilities |
| 2013 | Other: Client Urine Testing | 144 | Testing as needed / or requested |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 15,309 | |
|--------------------------|--|--------|--|
| 3001 | Telecommunications | 1,492 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) |
| 3002 | Printing/Postage | 180 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 3,224 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 5,583 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 180 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |
| 3007 | Subscriptions & Memberships | 816 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 2,342 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 1,096 | Staff going out of town for educational purposes and having some Miscellaneous Travel |
| 3010 | Other: Licensing | 240 | Avatar Licenses, business licenses, etc. |
| 3011 | Other: Recruitment | 156 | Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might happen for the purposes of employment |
| 3012 | Other (Specify) | - | |

| 4000: FACILITIES & EQUIPMENT | | 12,388 | |
|------------------------------|----------------------|--------|---|
| 4001 | Building Maintenance | 72 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 7,000 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 108 | Cost of rent/lease payments made for furniture and equipment leases. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|--|
| 4004 | Rent/Lease Vehicles | 2,592 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 168 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 1,620 | Cost of service for power, gas, water, sewer, garbage, etc. |
| 4007 | Other: Janitorial Services and Supplies | 792 | Cost of items or services to maintain the esthetics of the premises. (Examples: cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc.) |
| 4008 | Other: Equipment Maintenance | 36 | Cost of equipment and furniture repair and maintenance. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, laptop battery, monitor/printer/phone cord, drum, power strip, surge protector, video card, etc.) |
| 4009 | Other (Specify) | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 26,072 | |
|------------------------|---|--------|--|
| 5001 | Insurance (Specify): | - | |
| 5002 | HMIS (Health Management Information System) | 2,160 | Avatar Costs |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | 276 | Paid to an outside vendor for translation / interpreter services |
| 5005 | Other: O/S Building Maintenance and Repair | - | |
| 5006 | Other O/S Counselor | 1,872 | These accounts are assigned to record various professional services provided by contracted Counselor working as independent agents. |
| 5007 | Other O/S Psychiatrist | 21,764 | These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. |
| 5008 | Other O/S Consultant | - | These accounts are assigned to record various professional services provided by contracted Consultant working as independent agents. |

| 6000: ADMINISTRATIVE EXPENSES | | 22,878 | |
|-------------------------------|---|--------|---|
| 6001 | Administrative Overhead | 21,902 | Support of corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | - | |
| 6003 | Accounting/Bookkeeping | - | |
| 6004 | External Audit | 192 | Cost of outside audit fees. |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 456 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 196 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 132 | This account should be charged for the depreciation expense of the Agency's tangible assets. |
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 1,236 | |
|--------------------|--|-------|--|
| 7001 | Computer Equipment & Software | 852 | Computer Equipment such as mice, laptops, any software |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - | |
| 7003 | Furniture & Fixtures | 384 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | - | |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other DSHS | - | |

| | ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--|--------|-----------|-----|---|
|--|--------|-----------|-----|---|

| | |
|---|----------------|
| TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: | 167,867 |
| TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: | 167,867 |

FORENSIC MH OE-OP-ICM BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2021-22): Jul 1, 2021 - Jun 30, 2022

PROGRAM EXPENSES

| 1000: SALARIES & BENEFITS | | | | | |
|--|-----------------------------------|-------------|--------------|-------------------|-------------------|
| Employee Salaries | | | | | |
| Acct # | Position | FTE | Admin | Direct | Total |
| 1101 | PROGRAM DIRECTOR | 0.07 | \$ - | \$ 7,243 | \$ 7,243 |
| 1102 | ASST. PROGRAM DIRECTOR | 0.15 | - | 13,667 | 13,667 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 0.45 | - | 39,806 | 39,806 |
| 1104 | REGISTERED NURSE | 0.15 | - | 19,523 | 19,523 |
| 1105 | LVN | 0.15 | - | 6,984 | 6,984 |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 0.30 | - | 14,524 | 14,524 |
| 1107 | EDU & EMP REHAB SPECIALIST | 0.30 | - | 14,246 | 14,246 |
| 1108 | PEER SUPPORT SPECIALIST | 0.30 | - | 9,661 | 9,661 |
| 1109 | BILLER | 0.15 | - | 5,783 | 5,783 |
| 1110 | BOOKKEEPER | 0.15 | - | 6,446 | 6,446 |
| 1111 | BOOKKEEPER/BILLER | 0.00 | - | - | - |
| 1112 | SECRETARY | 0.15 | - | 4,926 | 4,926 |
| 1113 | ADMINISTRATIVE ASSISTANT | 0.15 | - | 6,798 | 6,798 |
| 1114 | PSC SUPERVISOR | 0.15 | - | 9,696 | 9,696 |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 0.30 | - | 13,698 | 13,698 |
| 1116 | GROUP FACILITATOR SPECIALIST | 0.15 | - | 6,984 | 6,984 |
| 1117 | | | | | - |
| 1118 | | | | | - |
| 1119 | | | | | - |
| 1120 | | | | | - |
| Personnel Salaries Subtotal | | 3.07 | \$ - | \$ 179,985 | \$ 179,985 |
| Employee Benefits | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1201 | Retirement | | \$ - | \$ 5,869 | \$ 5,869 |
| 1202 | Worker's Compensation | | - | 4,998 | 4,998 |
| 1203 | Health Insurance | | - | 24,600 | 24,600 |
| 1204 | Dental Insurance | | - | 1,931 | 1,931 |
| 1205 | Accrued Paid Leave | | - | 19,564 | 19,564 |
| 1206 | Other Benefits (ACI) | | - | 60 | 60 |
| Employee Benefits Subtotal: | | | \$ - | \$ 57,022 | \$ 57,022 |
| Payroll Taxes & Expenses: | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1301 | OASDI | | \$ - | \$ 2,739 | \$ 2,739 |
| 1302 | FICA/MEDICARE | | - | 14,966 | 14,966 |
| 1303 | SUI | | - | 2,465 | 2,465 |
| 1304 | Other (Specify) | | - | - | - |
| 1305 | Other (Specify) | | - | - | - |
| 1306 | Other (Specify) | | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | | \$ - | \$ 20,170 | \$ 20,170 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | | \$ - | \$ 257,177 | \$ 257,177 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---|------------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | 34,761 |
| 2003 | Client Transportation & Support | 720 |
| 2004 | Clothing, Food, & Hygiene | 781 |
| 2005 | Education Support | 840 |
| 2006 | Employment Support | 16 |
| 2007 | Household Items for Clients | 225 |
| 2008 | Medication Supports | 1,050 |
| 2009 | Program Supplies - Medical | 210 |
| 2010 | Utility Vouchers | 45 |
| 2011 | Other: Client Activities and Recreation | 750 |
| 2012 | Other: TP Placement | 1,050 |
| 2013 | Other: Client Urine Testing | 195 |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 40,643 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 630 |
| 3002 | Printing/Postage | 270 |
| 3003 | Office, Household & Program Supplies | 1,740 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 4,771 |
| 3006 | Staff Mileage | 300 |
| 3007 | Subscriptions & Memberships | 1,575 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 3,615 |
| 3009 | Other: Miscellaneous Staff Travel | 135 |
| 3010 | Other: Licensing | 450 |
| 3011 | Other: Recruitment | 210 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 13,696 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|---|------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 569 |
| 4002 | Rent/Lease Building | 15,000 |
| 4003 | Rent/Lease Equipment | 150 |
| 4004 | Rent/Lease Vehicles | 5,040 |
| 4005 | Security | 225 |
| 4006 | Utilities | 2,070 |
| 4007 | Other: Janitorial Services and Supplies | 571 |
| 4008 | Other: Equipment Maintenance | 100 |
| 4009 | Other (Specify) | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 23,725 |

| |
|-------------------------------|
| 5000: SPECIAL EXPENSES |
|-------------------------------|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|------------------|
| 5001 | Insurance (Specify): | \$ - |
| 5002 | HMIS (Health Management Information System) | 4,050 |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | 360 |
| 5005 | Other: O/S Building Maintenance and Repair | - |
| 5006 | Other O/S Counselor | 2,925 |
| 5007 | Other O/S Psychiatrist | 38,355 |
| 5008 | Other O/S Consultant | - |
| SPECIAL EXPENSES TOTAL: | | \$ 45,690 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|------------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 54,256 |
| 6002 | Professional Liability Insurance | - |
| 6003 | Accounting/Bookkeeping | - |
| 6004 | External Audit | 255 |
| 6005 | Insurance Cyber: Insurance and General Liability Umbrella | 691 |
| 6006 | Payroll Services | 552 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 180 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 55,934 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|-----------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 1,110 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - |
| 7003 | Furniture & Fixtures | 930 |
| 7004 | Leasehold/Tenant/Building Improvements | - |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other (Specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 2,040 |

| | | |
|-------------------------------|--|-------------------|
| TOTAL PROGRAM EXPENSES | | \$ 438,905 |
|-------------------------------|--|-------------------|

PROGRAM FUNDING SOURCES

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | | |
|---|------------------------------|----------------------|-------------|-------------------|
| Acct # | Line Item Description | Service Units | Rate | Amount |
| 8001 | Mental Health Services | 10,188 | 3.32 | \$ 33,824 |
| 8002 | Case Management | 5,237 | 2.32 | 12,150 |
| 8003 | Crisis Services | 774 | 3.42 | 2,647 |
| 8004 | Medication Support | 7,817 | 6.15 | 48,075 |
| 8005 | Collateral | 3,900 | 3.32 | 12,948 |
| 8006 | Plan Development | 2,018 | 3.32 | 6,700 |
| 8007 | Assessment | 3,317 | 3.32 | 11,012 |
| 8008 | Rehabilitation | 8,337 | 3.32 | 27,679 |
| Estimated Specialty Mental Health Services Billing Totals: | | 41,588 | | \$ 155,035 |
| Estimated % of Clients who are Medi-Cal Beneficiaries | | | | 100% |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries | | | | 155,035 |
| Federal Financial Participation (FFP) % | | | 77% | 119,377 |
| MEDI-CAL FFP TOTAL | | | | \$ 119,377 |

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

| 8200 - REALIGNMENT | | |
|---------------------------|------------------------------|---------------|
| Acct # | Line Item Description | Amount |
| 8201 | Realignment | \$ 0 |
| REALIGNMENT TOTAL | | \$ 0 |

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|---------------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 107,247 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 107,247 |

| 8400 - OTHER REVENUE | | |
|-----------------------------|------------------------------|-------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ 340 |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 211,941 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 212,281 |

TOTAL PROGRAM FUNDING SOURCES: \$ 438,905

NET PROGRAM COST: \$ -

FORENSIC MH OE-OP-ICM BUDGET

Turning Point of Central Ca, Inc.

Fiscal Year (FY 2021-22): Jul 1, 2021 - Jun 30, 2022 Budget Narrative

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|----------------|--|
| 1000: SALARIES & BENEFITS | | 257,177 | |
| Employee Salaries | | 179,985 | |
| 1101 | PROGRAM DIRECTOR | 7,243 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of pay for this position is \$50.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$52,458.00. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1102 | ASST. PROGRAM DIRECTOR | 13,667 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is \$47.61/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$99,035. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 39,806 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is \$46.23/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$96,149. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1104 | REGISTERED NURSE | 19,523 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Rate of pay for this position is \$68.02/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$141,472. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1105 | LVN | 6,984 | Nurse will administer needed medications and educate about important medications issues. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the LVN is \$50,610. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 14,524 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is \$25.30 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the 2 Rehab Specialist is \$52,621. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1107 | EDU & EMP REHAB SPECIALIST | 14,246 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is 1 position at \$25.30/hr and 1 position at \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$52,621 and one at \$50,610 There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---------------------------|--------|---|
| 1108 | PEER SUPPORT SPECIALIST | 9,661 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$16.83/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$35,003. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | BILLER | 5,783 | The Billing Records Technician is responsible for providing direct oversight of billing practices to ensure that they are in compliance with established policies, procedures, laws, regulations and that billing reports are accurate and produces within require timeframes. Rate of pay for this position is \$20.15/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Biller is \$41,907. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1110 | BOOKKEEPER | 6,446 | The Administrative Bookkeeper is responsible for maintaining the petty cash expenditures and examines payable invoices and supporting documentation, and determines validity of the request, allocation of costs and proper authorization. Rate of pay for this position is \$22.46/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper is \$46,709. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1111 | BOOKKEEPER/BILLER | - | |
| 1112 | SECRETARY | 4,926 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$17.16/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$35,696. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1113 | ADMINISTRATIVE ASSISTANT | 6,798 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$23.68/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$49,257. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1114 | PSC SUPERVISOR | 9,696 | Provides supervision to all PSCs/Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assists in training new staff and reporting to the Assistant Program Director. Rate of pay for this position is \$33.78/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PSC Supervisor is \$70,258. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 13,698 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in supporting and providing services for those who suffer from a co-occurring diagnosis. Rate of pay for this position is \$24.33/hr and one at \$23.39/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Dual Diagnosis Specialist is \$50,610 and \$48,649. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|------------------------------|-------|---|
| 1116 | GROUP FACILITATOR SPECIALIST | 6,984 | The PSC Group Facilitator is a position to facilitate the "Changing Offender Behavior" and "Cognitive Behavioral Interventions" Group Curriculum. The Group Facilitator organizes, schedules and facilitates daily groups for all eligible individuals. Groups are intended to address both the individual's criminogenic and mental health needs and risks. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Group Facilitator Specialist is \$50,610. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |

| Employee Benefits | | 57,022 | |
|-------------------|-----------------------|--------|--|
| 1201 | Retirement | 5,869 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 4,998 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 24,600 | Agency cost for health insurance, our health plans vary on what the employee chooses. This is the range per employer cost from \$399.15 per month to \$1299.24 per month. An average of \$8000.00 per year was used. |
| 1204 | Dental Insurance | 1,931 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Accrued Paid Leave | 19,564 | The monetary value of staff Paid Leave hours as they accrue on a monthly basis. Calculation is 10% of salaries. |
| 1206 | Other Benefits (ACI) | 60 | Employee assistance program. |

| Payroll Taxes & Expenses: | | 20,170 | |
|---------------------------|-----------------|--------|--|
| 1301 | OASDI | 2,739 | |
| 1302 | FICA/MEDICARE | 14,966 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). |
| 1303 | SUI | 2,465 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |

| 2000: CLIENT SUPPORT | | 40,643 | |
|----------------------|---------------------------------|--------|--|
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | 34,761 | Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.) |
| 2003 | Client Transportation & Support | 720 | Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.) |
| 2004 | Clothing, Food, & Hygiene | 781 | Cost for client hygiene supplies and non-work related clothing. (Examples: cloths, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) |
| 2005 | Education Support | 840 | Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class. |
| 2006 | Employment Support | 16 | Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.) |
| 2007 | Household Items for Clients | 225 | Cost of household items needed for clients |
| 2008 | Medication Supports | 1,050 | Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|---|
| 2009 | Program Supplies - Medical | 210 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | 45 | Cost of client utility bills and/or security deposits. |
| 2011 | Other: Client Activities and Recreation | 750 | Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, admission fees to events, etc.) |
| 2012 | Other: TP Placement | 1,050 | Client Housing supports that might include using one of Turning Point facilities |
| 2013 | Other: Client Urine Testing | 195 | Testing as needed / or requested |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 13,696 | |
|--------------------------|--|--------|--|
| 3001 | Telecommunications | 630 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) |
| 3002 | Printing/Postage | 270 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 1,740 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 4,771 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 300 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |
| 3007 | Subscriptions & Memberships | 1,575 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 3,615 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 135 | |
| 3010 | Other: Licensing | 450 | Staff going out of town for educational purposes and having some Miscellaneous Travel |
| 3011 | Other: Recruitment | 210 | Avatar Licenses, business licenses, etc. |
| 3012 | Other (Specify) | - | Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might happen for the purposes of employment |

| 4000: FACILITIES & EQUIPMENT | | 23,725 | |
|------------------------------|----------------------|--------|---|
| 4001 | Building Maintenance | 569 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 15,000 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 150 | Cost of rent/lease payments made for furniture and equipment leases. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|--|
| 4004 | Rent/Lease Vehicles | 5,040 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 225 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 2,070 | Cost of service for power, gas, water, sewer, garbage, etc. |
| 4007 | Other: Janitorial Services and Supplies | 571 | Cost of items or services to maintain the esthetics of the premises. (Examples, cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc. |
| 4008 | Other: Equipment Maintenance | 100 | Cost of equipment and furniture repair and maintenance. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, laptop battery, monitor/printer/phone cord, drum, power strip, surge protector, video card, etc.) |
| 4009 | Other (Specify) | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 45,690 | |
|------------------------|---|--------|--|
| 5001 | Insurance (Specify): | - | |
| 5002 | HMIS (Health Management Information System) | 4,050 | Avatar Costs |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | 360 | Paid to an outside vendor for translation / interpreter services |
| 5005 | Other: O/S Building Maintenance and Repair | - | |
| 5006 | Other O/S Counselor | 2,925 | These accounts are assigned to record various professional services provided by contracted Counselor working as independent agents. |
| 5007 | Other O/S Psychiatrist | 38,355 | These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. |
| 5008 | Other O/S Consultant | - | These accounts are assigned to record various professional services provided by contracted Consultant working as independent agents. |

| 6000: ADMINISTRATIVE EXPENSES | | 55,934 | |
|-------------------------------|---|--------|---|
| 6001 | Administrative Overhead | 54,256 | Support of corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | - | |
| 6003 | Accounting/Bookkeeping | - | |
| 6004 | External Audit | 255 | Cost of outside audit fees. |
| 6005 | Insurance Cyber: Insurance and General Liability Umbrella | 691 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 552 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 180 | This account should be charged for the depreciation expense of the Agency's tangible assets. |
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 2,040 | |
|--------------------|--|-------|--|
| 7001 | Computer Equipment & Software | 1,110 | Computer Equipment such as mice, laptops, any software |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - | |
| 7003 | Furniture & Fixtures | 930 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | - | |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other (Specify) | - | |

| | ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--|--------|-----------|-----|---|
|--|--------|-----------|-----|---|

| | |
|---|----------------|
| TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: | 438,905 |
| TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: | 438,905 |

FORENSIC MH OE/OP/ICM BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2022-23): Jul 1, 2022 - Jun 30, 2023

PROGRAM EXPENSES

| 1000: SALARIES & BENEFITS | | | | | |
|--|-----------------------------------|-------------|--------------|---------------------|---------------------|
| Employee Salaries | | | | | |
| Acct # | Position | FTE | Admin | Direct | Total |
| 1101 | PROGRAM DIRECTOR | 0.07 | \$ - | \$ 7,388 | \$ 7,388 |
| 1102 | ASST. PROGRAM DIRECTOR | 0.15 | - | 13,804 | 13,804 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 0.45 | - | 40,599 | 40,599 |
| 1104 | REGISTERED NURSE | 0.15 | - | 20,514 | 20,514 |
| 1105 | LVN | 0.15 | - | 7,408 | 7,408 |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 0.45 | - | 22,224 | 22,224 |
| 1107 | EDU & EMP REHAB SPECIALIST | 0.30 | - | 14,816 | 14,816 |
| 1108 | PEER SUPPORT SPECIALIST | 0.45 | - | 15,228 | 15,228 |
| 1109 | BILLER | 0.15 | - | 6,137 | 6,137 |
| 1110 | BOOKKEEPER | 0.15 | - | 6,573 | 6,573 |
| 1111 | BOOKKEEPER/BILLER | 0.00 | - | - | - |
| 1112 | SECRETARY | 0.15 | - | 5,127 | 5,127 |
| 1113 | ADMINISTRATIVE ASSISTANT | 0.15 | - | 6,934 | 6,934 |
| 1114 | PSC SUPERVISOR | 0.15 | - | 10,159 | 10,159 |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 0.30 | - | 14,816 | 14,816 |
| 1116 | GROUP FACILITATOR SPECIALIST | 0.15 | - | 7,408 | 7,408 |
| 1117 | | | - | - | - |
| 1118 | | | - | - | - |
| 1119 | | | - | - | - |
| 1120 | | | - | - | - |
| Personnel Salaries Subtotal | | 3.37 | \$ - | \$ 199,135 | \$ 199,135 |
| Employee Benefits | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1201 | Retirement | | \$ - | \$ 6,794 | \$ 6,794 |
| 1202 | Worker's Compensation | | - | 5,530 | 5,530 |
| 1203 | Health Insurance | | - | 27,000 | 27,000 |
| 1204 | Dental Insurance | | - | 2,119 | 2,119 |
| 1205 | Accrued Paid Leave | | - | 21,647 | 21,647 |
| 1206 | Other Benefits (ACI) | | - | 68 | 68 |
| Employee Benefits Subtotal: | | | \$ - | \$ 63,158 | \$ 63,158 |
| Payroll Taxes & Expenses: | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1301 | OASDI | | \$ - | \$ 3,030 | \$ 3,030 |
| 1302 | FICA/MEDICARE | | - | 16,558 | 16,558 |
| 1303 | SUI | | - | 2,727 | 2,727 |
| 1304 | Other (Specify) | | - | - | - |
| 1305 | Other (Specify) | | - | - | - |
| 1306 | Other (Specify) | | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | | \$ - | \$ 22,315.00 | \$ 22,315.00 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | | \$ - | \$ 284,608 | \$ 284,608 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---|------------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | 56,970 |
| 2003 | Client Transportation & Support | 810 |
| 2004 | Clothing, Food, & Hygiene | 885 |
| 2005 | Education Support | 855 |
| 2006 | Employment Support | 30 |
| 2007 | Household Items for Clients | 300 |
| 2008 | Medication Supports | 1,080 |
| 2009 | Program Supplies - Medical | 225 |
| 2010 | Utility Vouchers | 60 |
| 2011 | Other: Client Activities and Recreation | 840 |
| 2012 | Other: TP Placement | 1,200 |
| 2013 | Other: Client Urine Testing | 210 |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 63,465 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 645 |
| 3002 | Printing/Postage | 315 |
| 3003 | Office, Household & Program Supplies | 1,950 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 4,935 |
| 3006 | Staff Mileage | 450 |
| 3007 | Subscriptions & Memberships | 1,590 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 3,675 |
| 3009 | Other: Miscellaneous Staff Travel | 150 |
| 3010 | Other: Licensing | 525 |
| 3011 | Other: Recruitment | 225 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 14,460 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|---|------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 594 |
| 4002 | Rent/Lease Building | 15,300 |
| 4003 | Rent/Lease Equipment | 165 |
| 4004 | Rent/Lease Vehicles | 5,040 |
| 4005 | Security | 240 |
| 4006 | Utilities | 2,115 |
| 4007 | Other: Janitorial Services and Supplies | 606 |
| 4008 | Other: Equipment Maintenance | 50 |
| 4009 | Other (Specify) | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 24,110 |

| |
|-------------------------------|
| 5000: SPECIAL EXPENSES |
|-------------------------------|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|------------------|
| 5001 | Insurance (Specify): | \$ - |
| 5002 | HMIS (Health Management Information System) | 4,725 |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | 375 |
| 5005 | Other: O/S Building Maintenance and Repair | - |
| 5006 | Other O/S Counselor | 2,925 |
| 5007 | Other O/S Psychiatrist | 42,660 |
| 5008 | Other O/S Consultant | - |
| SPECIAL EXPENSES TOTAL: | | \$ 50,685 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|------------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 62,015 |
| 6002 | Professional Liability Insurance | - |
| 6003 | Accounting/Bookkeeping | - |
| 6004 | External Audit | 270 |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 735 |
| 6006 | Payroll Services | 618 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 195 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 63,833 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|-----------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 1,155 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - |
| 7003 | Furniture & Fixtures | 960 |
| 7004 | Leasehold/Tenant/Building Improvements | - |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other (Specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 2,115 |

| | | |
|-------------------------------|--|-------------------|
| TOTAL PROGRAM EXPENSES | | \$ 503,276 |
|-------------------------------|--|-------------------|

PROGRAM FUNDING SOURCES

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | | |
|---|------------------------------|----------------------|-------------|-------------------|
| Acct # | Line Item Description | Service Units | Rate | Amount |
| 8001 | Mental Health Services | 10,188 | 3.32 | \$ 33,824 |
| 8002 | Case Management | 5,237 | 2.32 | 12,150 |
| 8003 | Crisis Services | 774 | 3.42 | 2,647 |
| 8004 | Medication Support | 7,817 | 6.15 | 48,075 |
| 8005 | Collateral | 3,900 | 3.32 | 12,948 |
| 8006 | Plan Development | 2,018 | 3.32 | 6,700 |
| 8007 | Assessment | 3,317 | 3.32 | 11,012 |
| 8008 | Rehabilitation | 8,337 | 3.32 | 27,679 |
| Estimated Specialty Mental Health Services Billing Totals: | | 41,588 | | \$ 155,035 |
| Estimated % of Clients who are Medi-Cal Beneficiaries | | | | 100% |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries | | | | 155,035 |
| Federal Financial Participation (FFP) % | | | 77% | 119,377 |
| MEDI-CAL FFP TOTAL | | | | \$ 119,377 |

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

| 8200 - REALIGNMENT | | |
|---------------------------|------------------------------|---------------|
| Acct # | Line Item Description | Amount |
| 8201 | Realignment | \$ 0 |
| REALIGNMENT TOTAL | | \$ 0 |

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|---------------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 128,876 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 128,876 |

| 8400 - OTHER REVENUE | | |
|-----------------------------|------------------------------|-------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ 340 |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 254,683 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 255,023 |

TOTAL PROGRAM FUNDING SOURCES: \$ 503,276

NET PROGRAM COST: \$ -

FORENSIC MH OE/OP/ICM BUDGET

Turning Point of Central Ca, Inc.

Fiscal Year (FY 2022-23): Jul 1, 2022 - Jun 30, 2023 Budget Narrative

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|----------------|--|
| 1000: SALARIES & BENEFITS | | 284,608 | |
| Employee Salaries | | 199,135 | |
| 1101 | PROGRAM DIRECTOR | 7,388 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of pay for this position is \$51.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$53,533. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. |
| 1102 | ASST. PROGRAM DIRECTOR | 13,804 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is 48.09/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$100,029. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 40,599 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is \$47.15/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$98,066. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1104 | REGISTERED NURSE | 20,514 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Rate of pay for this position is \$71.47/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$148,651. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1105 | LVN | 7,408 | Nurse will administer needed medications and educate about important medications issues. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the LVN is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 22,224 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1107 | EDU & EMP REHAB SPECIALIST | 14,816 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---------------------------|--------|---|
| 1108 | PEER SUPPORT SPECIALIST | 15,228 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$17.68/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$36,781. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | BILLER | 6,137 | The Billing Records Technician is responsible for providing direct oversight of billing practices to ensure that they are in compliance with established policies, procedures, laws, regulations and that billing reports are accurate and produces within require timeframes. Rate of pay for this position is \$21.38/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Biller is \$44,470. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1110 | BOOKKEEPER | 6,573 | The Administrative Bookkeeper is responsible for maintaining the petty cash expenditures and examines payable invoices and supporting documentation, and determines validity of the request, allocation of costs and proper authorization. Rate of pay for this position is \$22.90/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper is \$47,633. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1111 | BOOKKEEPER/BILLER | - | |
| 1112 | SECRETARY | 5,127 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$17.86/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$37,151. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1113 | ADMINISTRATIVE ASSISTANT | 6,934 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$24.16/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$50,250. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1114 | PSC SUPERVISOR | 10,159 | Provides supervision to all PSCs/Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assists in training new staff and reporting to the Assistant Program Director. Rate of pay for this position is \$35.39/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PSC Supervisor is \$73,615. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 14,816 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in supporting and providing services for those who suffer from a co-occurring diagnosis. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Dual Diagnosis Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|---------------------------------|---------------|---|
| 1116 | GROUP FACILITATOR SPECIALIST | 7,408 | The PSC Group Facilitator is a position to facilitate the "Changing Offender Behavior" and "Cognitive Behavioral Interventions" Group Curriculum. The Group Facilitator organizes, schedules and facilitates daily groups for all eligible individuals. Groups are intended to address both the individual's criminogenic and mental health needs and risks. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Group Facilitator Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |
| Employee Benefits | | 63,158 | |
| 1201 | Retirement | 6,794 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 5,530 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 27,000 | Agency cost for health insurance; health plans vary on what the employee chooses. This is the range per employer cost from \$399.15 per month to \$1299.24 per month. An average of \$8000.00 per year was used. |
| 1204 | Dental Insurance | 2,119 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Accrued Paid Leave | 21,647 | The monetary value of staff Paid Leave hours as they accrue on a monthly basis. Calculation is 10% of salaries. |
| 1206 | Other Benefits (ACI) | 68 | Employee assistance program. |
| Payroll Taxes & Expenses: | | 22,315 | |
| 1301 | OASDI | 3,030 | Employer pays 1.40% of employee's full salary. |
| 1302 | FICA/MEDICARE | 16,558 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). 7.65% of full salary. |
| 1303 | SUI | 2,727 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. Employer pays 1.26% of all wages. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |
| 2000: CLIENT SUPPORT | | 63,465 | |
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | 56,970 | Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.) |
| 2003 | Client Transportation & Support | 810 | Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.) |
| 2004 | Clothing, Food, & Hygiene | 885 | Cost for client hygiene supplies and non-work related clothing. (Examples: cloths, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) |
| 2005 | Education Support | 855 | Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class. |
| 2006 | Employment Support | 30 | Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.) |
| 2007 | Household Items for Clients | 300 | Cost of household items needed for clients |
| 2008 | Medication Supports | 1,080 | Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|---|
| 2009 | Program Supplies - Medical | 225 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | 60 | Cost of client utility bills and/or security deposits. |
| 2011 | Other: Client Activities and Recreation | 840 | Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, admission fees to events, etc.) |
| 2012 | Other: TP Placement | 1,200 | Client Housing supports that might include using one of Turning Point facilities |
| 2013 | Other: Client Urine Testing | 210 | Testing as needed / or requested |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 14,460 | |
|--------------------------|--|--------|--|
| 3001 | Telecommunications | 645 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) |
| 3002 | Printing/Postage | 315 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 1,950 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 4,935 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 450 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |
| 3007 | Subscriptions & Memberships | 1,590 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 3,675 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 150 | Staff going out of town for educational purposes and having some Miscellaneous Travel |
| 3010 | Other: Licensing | 525 | Avatar Licenses, business licenses, etc. |
| 3011 | Other: Recruitment | 225 | Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might happen for the purposes of employment |
| 3012 | Other (Specify) | - | |

| 4000: FACILITIES & EQUIPMENT | | 24,110 | |
|------------------------------|----------------------|--------|---|
| 4001 | Building Maintenance | 594 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 15,300 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 165 | Cost of rent/lease payments made for furniture and equipment leases. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|--|
| 4004 | Rent/Lease Vehicles | 5,040 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 240 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 2,115 | Cost of service for power, gas, water, sewer, garbage, etc. |
| 4007 | Other: Janitorial Services and Supplies | 606 | Cost of items or services to maintain the esthetics of the premises. (Examples, cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc. |
| 4008 | Other: Equipment Maintenance | 50 | Cost of equipment and furniture repair and maintenance. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, laptop battery, monitor/printer/phone cord, drum, power strip, surge protector, video card, etc.) |
| 4009 | Other (Specify) | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 50,685 | |
|------------------------|---|--------|--|
| 5001 | Insurance (Specify): | - | |
| 5002 | HMIS (Health Management Information System) | 4,725 | Avatar Costs |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | 375 | Paid to an outside vendor for translation / interpreter services |
| 5005 | Other: O/S Building Maintenance and Repair | - | |
| 5006 | Other O/S Counselor | 2,925 | These accounts are assigned to record various professional services provided by contracted Counselor working as independent agents. |
| 5007 | Other O/S Psychiatrist | 42,660 | These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. |
| 5008 | Other O/S Consultant | - | These accounts are assigned to record various professional services provided by contracted Consultant working as independent agents. |

| 6000: ADMINISTRATIVE EXPENSES | | 63,833 | |
|-------------------------------|---|--------|---|
| 6001 | Administrative Overhead | 62,015 | Support of our corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | - | |
| 6003 | Accounting/Bookkeeping | - | |
| 6004 | External Audit | 270 | Cost of outside audit fees. |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 735 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 618 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 195 | This account should be charged for the depreciation expense of the Agency's tangible assets. |
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 2,115 | |
|--------------------|--|-------|--|
| 7001 | Computer Equipment & Software | 1,155 | Computer Equipment such as mice, laptops, any software |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - | |
| 7003 | Furniture & Fixtures | 960 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | - | |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other (Specify) | - | |

| | ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--|--------|-----------|-----|---|
|--|--------|-----------|-----|---|

| | |
|---|----------------|
| TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: | 503,276 |
| TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: | 503,276 |

FORENSIC MH ACT/FSP BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2020-21): Jan 1, 2021 - Jun 30, 2021

PROGRAM EXPENSES

1000: SALARIES & BENEFITS

Employee Salaries

| Acct # | Position | FTE | Admin | Direct | Total |
|------------------------------------|-----------------------------------|--------------|-------------|-------------------|-------------------|
| 1101 | PROGRAM DIRECTOR | 0.45 | \$ - | \$ 21,718 | \$ 21,718 |
| 1102 | ASST. PROGRAM DIRECTOR | 0.90 | - | 36,306 | 36,306 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 1.80 | - | 76,166 | 76,166 |
| 1104 | REGISTERED NURSE | 0.90 | - | 55,383 | 55,383 |
| 1105 | LVN | 0.00 | - | - | - |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 0.90 | - | 20,723 | 20,723 |
| 1107 | EDU & EMP REHAB SPECIALIST | 0.90 | - | 20,723 | 20,723 |
| 1108 | PEER SUPPORT SPECIALIST | 1.80 | - | 26,760 | 26,760 |
| 1109 | BILLER | 0.00 | - | - | - |
| 1110 | BOOKKEEPER | 0.00 | - | - | - |
| 1111 | BOOKKEEPER/BILLER | 0.90 | - | 18,390 | 18,390 |
| 1112 | SECRETARY | 0.90 | - | 14,058 | 14,058 |
| 1113 | ADMINISTRATIVE ASSISTANT | 0.90 | - | 19,393 | 19,393 |
| 1114 | PSC SUPERVISOR | 0.90 | - | 27,919 | 27,919 |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 0.90 | - | 20,724 | 20,724 |
| 1116 | GROUP FACILITATOR SPECIALIST | 0.90 | - | 20,724 | 20,724 |
| 1117 | | | | | - |
| 1118 | | | - | - | - |
| 1119 | | | - | - | - |
| 1120 | | | - | - | - |
| Personnel Salaries Subtotal | | 13.05 | \$ - | \$ 378,987 | \$ 378,987 |

Employee Benefits

| Acct # | Description | Admin | Direct | Total |
|------------------------------------|-----------------------|-------------|-------------------|-------------------|
| 1201 | Retirement | \$ - | \$ 12,358 | \$ 12,358 |
| 1202 | Worker's Compensation | - | 8,879 | 8,879 |
| 1203 | Health Insurance | - | 52,200 | 52,200 |
| 1204 | Dental Insurance | - | 4,097 | 4,097 |
| 1205 | Accrued Paid Leave | - | 41,197 | 41,197 |
| 1206 | Other Benefits (ACI) | - | 131 | 131 |
| Employee Benefits Subtotal: | | \$ - | \$ 118,862 | \$ 118,862 |

Payroll Taxes & Expenses:

| Acct # | Description | Admin | Direct | Total |
|--|-----------------|-------------|-------------------|-------------------|
| 1301 | OASDI | \$ - | \$ 5,767 | \$ 5,767 |
| 1302 | FICA/MEDICARE | - | 31,513 | 31,513 |
| 1303 | SUI | - | 5,190 | 5,190 |
| 1304 | Other (Specify) | - | - | - |
| 1305 | Other (Specify) | - | - | - |
| 1306 | Other (Specify) | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | \$ - | \$ 42,470 | \$ 42,470 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | \$ - | \$ 540,319 | \$ 540,319 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---|-------------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | 282,648 |
| 2003 | Client Transportation & Support | 5,846 |
| 2004 | Clothing, Food, & Hygiene | 6,403 |
| 2005 | Education Support | 5,940 |
| 2006 | Employment Support | 108 |
| 2007 | Household Items for Clients | 1,080 |
| 2008 | Medication Supports | 9,465 |
| 2009 | Program Supplies - Medical | 1,404 |
| 2010 | Utility Vouchers | 216 |
| 2011 | Other: Client Activities and Recreation | 4,752 |
| 2012 | Other: TP Placement | 8,352 |
| 2013 | Other: Client Urine Testing | 1,296 |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 327,510 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 4,428 |
| 3002 | Printing/Postage | 1,620 |
| 3003 | Office, Household & Program Supplies | 14,198 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 36,748 |
| 3006 | Staff Mileage | 1,620 |
| 3007 | Subscriptions & Memberships | 7,344 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 27,172 |
| 3009 | Other: Miscellaneous Staff Travel | 1,114 |
| 3010 | Other: Licensing | 2,160 |
| 3011 | Other: Recruitment | 1,404 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 97,808 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|--|-------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 3,571 |
| 4002 | Rent/Lease Building | 63,000 |
| 4003 | Rent/Lease Equipment | 972 |
| 4004 | Rent/Lease Vehicles | 23,328 |
| 4005 | Security | 1,512 |
| 4006 | Utilities | 14,580 |
| 4007 | Other Janitorial Services and Supplies | 4,219 |
| 4008 | Other Equipment Maintenance | 72 |
| 4009 | Other (Specify) | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 111,254 |

| 5000: SPECIAL EXPENSES | | |
|-------------------------------|--|--|
|-------------------------------|--|--|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|-------------------|
| 5001 | Consultant (Network & Data Management) | \$ - |
| 5002 | HMIS (Health Management Information System) | 19,440 |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | 2,484 |
| 5005 | Other: O/S Building Maintenance and Repair | - |
| 5006 | Other O/S Counselor | 16,848 |
| 5007 | Other O/S Psychiatrist | 177,876 |
| 5008 | Other O/S Consultant | - |
| SPECIAL EXPENSES TOTAL: | | \$ 216,648 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|-------------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 197,124 |
| 6002 | Professional Liability Insurance | - |
| 6003 | Accounting/Bookkeeping | - |
| 6004 | External Audit | 1,728 |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 4,752 |
| 6006 | Payroll Services | 1,759 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 1,188 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 206,551 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 7,668 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - |
| 7003 | Furniture & Fixtures | 3,456 |
| 7004 | Leasehold/Tenant/Building Improvements | - |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other DSHS | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 11,124 |

| | | |
|-------------------------------|--|---------------------|
| TOTAL PROGRAM EXPENSES | | \$ 1,511,215 |
|-------------------------------|--|---------------------|

PROGRAM FUNDING SOURCES

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | | |
|---|------------------------------|----------------------|-------------|-------------------|
| Acct # | Line Item Description | Service Units | Rate | Amount |
| 8001 | Mental Health Services | 30,384 | 3.52 | \$ 106,952 |
| 8002 | Case Management | 13,962 | 2.38 | 33,230 |
| 8003 | Crisis Services | 2,449 | 3.62 | 8,865 |
| 8004 | Medication Support | 40,260 | 6.55 | 263,703 |
| 8005 | Collateral | 11,632 | 3.52 | 40,945 |
| 8006 | Plan Development | 6,019 | 3.52 | 21,187 |
| 8007 | Assessment | 9,894 | 3.52 | 34,827 |
| 8008 | Rehabilitation | 24,862 | 3.52 | 87,514 |
| Estimated Specialty Mental Health Services Billing Totals: | | 139,462 | | \$ 597,222 |
| Estimated % of Clients who are Medi-Cal Beneficiaries | | | | 100% |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries | | | | 597,222 |
| Federal Financial Participation (FFP) % | | | 77% | 459,861 |
| MEDI-CAL FFP TOTAL | | | | \$ 459,861 |

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

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

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|---------------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 352,798 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 352,798 |

| 8400 - OTHER REVENUE | | |
|-----------------------------|------------------------------|-------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ 1,360 |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 697,196 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 698,556 |

TOTAL PROGRAM FUNDING SOURCES: \$ 1,511,215

NET PROGRAM COST: \$ (1)

FORENSIC MH ACT/FSP BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2020-21): Jan 1, 2021 - Jun 30, 2021 Budget Narrative

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|----------------|---|
| 1000: SALARIES & BENEFITS | | 540,319 | |
| Employee Salaries | | 378,987 | |
| 1101 | PROGRAM DIRECTOR | 21,718 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of pay for this position is \$50.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$52,458.00. first year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. |
| 1102 | ASST. PROGRAM DIRECTOR | 36,306 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is \$42.36/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$88,114. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 76,166 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is 44.45 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$92,456, First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not changed since it's already been accrued. |
| 1104 | REGISTERED NURSE | 55,383 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Rate of pay for this position is 64.76 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$134,706, First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not changed since it's already been accrued. |
| 1105 | LVN | - | Administer needed medications and educate about important medications issues. This will be done by the Registered Nurse the first year and this position will come on board in Year 2. |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 20,723 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$50,610. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1107 | EDU & EMP REHAB SPECIALIST | 20,723 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$32,671. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---------------------------|--------|--|
| 1108 | PEER SUPPORT SPECIALIST | 26,760 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$15.71/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$32,671. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | BILLER | - | |
| 1110 | BOOKKEEPER | - | |
| 1111 | BOOKKEEPER/BILLER | 18,390 | This is a combined position for the first year to do the billing and the bookkeeping. Rate of pay for this position is \$21.59/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper/Biller is \$44,908. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1112 | SECRETARY | 14,058 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$16.51/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$34,334. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1113 | ADMINISTRATIVE ASSISTANT | 19,393 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$22.77/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$47,361. First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1114 | PSC SUPERVISOR | 27,919 | Provides supervision to all PSCs/Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assists in training new staff and reporting to the Assistant Program Director. Rate of pay for this position is \$33.78/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PSC Supervisor is \$70,258. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 20,724 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in supporting and providing services for those who suffer from a co-occurring diagnosis. Rate of pay for this position is \$24.33 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Dual Diagnosis Specialist is \$50,610, First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|------------------------------|--------|--|
| 1116 | GROUP FACILITATOR SPECIALIST | 20,724 | The PSC Group Facilitator is a position to facilitate the "Changing Offender Behavior" and "Cognitive Behavioral Interventions" Group Curriculum. The Group Facilitator organizes, schedules and facilitates daily groups for all eligible individuals. Groups are intended to address both the individual's criminogenic and mental health needs and risks. Rate of pay for this position is \$24.33 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Group Facilitator Specialist is \$50,610, First year budget is based on 26 weeks. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not changed since it's already been accrued. |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |

| Employee Benefits | | 118,862 | |
|-------------------|-----------------------|---------|--|
| 1201 | Retirement | 12,358 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 8,879 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 52,200 | Agency cost for health insurance; health plans vary on what the employee chooses. This is the range per employer cost from \$399.15 per month to \$1299.24 per month. An average of \$8000.00 per year was used. |
| 1204 | Dental Insurance | 4,097 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Accrued Paid Leave | 41,197 | The monetary value of staff paid leave hours as they accrue on a monthly basis. Calculation is 10% of salaries. |
| 1206 | Other Benefits (ACI) | 131 | Employee assistance program. |

| Payroll Taxes & Expenses: | | 42,470 | |
|---------------------------|-----------------|--------|--|
| 1301 | OASDI | 5,767 | Employer pays 1.40% of employee's full salary. |
| 1302 | FICA/MEDICARE | 31,513 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue Service. F.I.C.A. is comprised of "Old-Age, Survivors, and Disability Insurance" (OASDI), plus "Hospital Insurance" (Medicare). 7.65% of full salary. |
| 1303 | SUI | 5,190 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. Employer pays 1.26% of all wages. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |

| 2000: CLIENT SUPPORT | | 327,510 | |
|----------------------|---------------------------------|---------|--|
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | 282,648 | Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.) |
| 2003 | Client Transportation & Support | 5,846 | Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.) |
| 2004 | Clothing, Food, & Hygiene | 6,403 | Cost for client hygiene supplies and non-work related clothing. (Examples: cloths, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) |
| 2005 | Education Support | 5,940 | Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class. |
| 2006 | Employment Support | 108 | Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.) |
| 2007 | Household Items for Clients | 1,080 | Cost of household items needed for clients |
| 2008 | Medication Supports | 9,465 | Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|---|
| 2009 | Program Supplies - Medical | 1,404 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | 216 | Cost of client utility bills and/or security deposits. |
| 2011 | Other: Client Activities and Recreation | 4,752 | Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, admission fees to events, etc.) |
| 2012 | Other: TP Placement | 8,352 | Client Housing supports that might include using one of Turning Point facilities |
| 2013 | Other: Client Urine Testing | 1,296 | Testing as needed / or requested |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 97,808 | |
|--------------------------|---|--------|--|
| 3001 | Telecommunications | 4,428 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) |
| 3002 | Printing/Postage | 1,620 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 14,198 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 36,748 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 1,620 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |
| 3007 | Subscriptions & Memberships | 7,344 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Mainteance (Gas, Oil, Tires and Repair) | 27,172 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 1,114 | Staff going out of town for educational purposes and having some Miscellaneous Travel |
| 3010 | Other: Licensing | 2,160 | Avatar Licenses, business licenses, etc. |
| 3011 | Other: Recruitment | 1,404 | Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might happen for the purposes of employment |
| 3012 | Other (Specify) | - | |

| 4000: FACILITIES & EQUIPMENT | | 111,254 | |
|------------------------------|----------------------|---------|---|
| 4001 | Building Maintenance | 3,571 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 63,000 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 972 | Cost of rent/lease payments made for furniture and equipment leases. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|--|--------|--|
| 4004 | Rent/Lease Vehicles | 23,328 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 1,512 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 14,580 | Cost of service for power, gas, water, sewer, garbage, etc. |
| 4007 | Other Janitorial Services and Supplies | 4,219 | Cost of items or services to maintain the esthetics of the premises. (Examples, cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc. |
| 4008 | Other Equipment Maintenance | 72 | Cost of equipment and furniture repair and maintenance. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, laptop battery, monitor/printer/phone cord, drum, power strip, surge protector, video card, etc.) |
| 4009 | Other (Specify) | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 216,648 | |
|------------------------|---|---------|--|
| 5001 | Consultant (Network & Data Management) | - | |
| 5002 | HMIS (Health Management Information System) | 19,440 | Avatar Costs |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | 2,484 | Paid to an outside vendor for translation / interpreter services |
| 5005 | Other: O/S Building Maintenance and Repair | - | |
| 5006 | Other O/S Counselor | 16,848 | These accounts are assigned to record various professional services provided by contracted Counselor working as independent agents. |
| 5007 | Other O/S Psychiatrist | 177,876 | These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. |
| 5008 | Other O/S Consultant | - | |

| 6000: ADMINISTRATIVE EXPENSES | | 206,551 | |
|-------------------------------|---|---------|---|
| 6001 | Administrative Overhead | 197,124 | Support of corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | - | |
| 6003 | Accounting/Bookkeeping | - | |
| 6004 | External Audit | 1,728 | Cost of outside audit fees. |
| 6005 | Insurance: Cyber Insurance and General Liability Umbrella | 4,752 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 1,759 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 1,188 | This account should be charged for the depreciation expense of the Agency's tangible assets. |
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 11,124 | |
|--------------------|--|--------|--|
| 7001 | Computer Equipment & Software | 7,668 | Computer Equipment such as mice, laptops, any software |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - | |
| 7003 | Furniture & Fixtures | 3,456 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | - | |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other DSHS | - | |

| | ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--|--------|-----------|-----|---|
|--|--------|-----------|-----|---|

| | |
|---|------------------|
| TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: | 1,511,215 |
| TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: | 1,511,215 |

FORENSIC MH ACT/FSP BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2021-22): Jul 1, 2021 - Jun 30, 2022

PROGRAM EXPENSES

| 1000: SALARIES & BENEFITS | | | | | |
|--|-----------------------------------|--------------|--------------|---------------------|---------------------|
| Employee Salaries | | | | | |
| Acct # | Position | FTE | Admin | Direct | Total |
| 1101 | PROGRAM DIRECTOR | 0.43 | \$ - | \$ 41,046 | \$ 41,046 |
| 1102 | ASST. PROGRAM DIRECTOR | 0.85 | - | 77,446 | 77,446 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 2.55 | - | 225,568 | 225,568 |
| 1104 | REGISTERED NURSE | 0.85 | - | 110,632 | 110,632 |
| 1105 | LVN | 0.85 | - | 39,578 | 39,578 |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 1.70 | - | 82,300 | 82,300 |
| 1107 | EDU & EMP REHAB SPECIALIST | 1.70 | - | 80,728 | 80,728 |
| 1108 | PEER SUPPORT SPECIALIST | 1.70 | - | 54,745 | 54,745 |
| 1109 | BILLER | 0.85 | - | 32,772 | 32,772 |
| 1110 | BOOKKEEPER | 0.85 | - | 36,527 | 36,527 |
| 1111 | BOOKKEEPER/BILLER | 0.00 | - | - | - |
| 1112 | SECRETARY | 0.85 | - | 27,915 | 27,915 |
| 1113 | ADMINISTRATIVE ASSISTANT | 0.85 | - | 38,519 | 38,519 |
| 1114 | PSC SUPERVISOR | 0.85 | - | 54,942 | 54,942 |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 1.70 | - | 77,622 | 77,622 |
| 1116 | GROUP FACILITATOR SPECIALIST | 0.85 | - | 39,578 | 39,578 |
| 1117 | | | | | - |
| 1118 | | | - | - | - |
| 1119 | | | - | - | - |
| 1120 | | | - | - | - |
| Personnel Salaries Subtotal | | 17.43 | \$ - | \$ 1,019,918 | \$ 1,019,918 |
| Employee Benefits | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1201 | Retirement | | \$ - | \$ 33,258 | \$ 33,258 |
| 1202 | Worker's Compensation | | - | 28,325 | 28,325 |
| 1203 | Health Insurance | | - | 139,400 | 139,400 |
| 1204 | Dental Insurance | | - | 10,943 | 10,943 |
| 1205 | Accrued Paid Leave | | - | 110,866 | 110,866 |
| 1206 | Other Benefits (ACI) | | - | 341 | 341 |
| Employee Benefits Subtotal: | | | \$ - | \$ 323,133 | \$ 323,133 |
| Payroll Taxes & Expenses: | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1301 | OASDI | | \$ - | \$ 15,520 | \$ 15,520 |
| 1302 | FICA/MEDICARE | | - | 84,807 | 84,807 |
| 1303 | SUI | | - | 13,968 | 13,968 |
| 1304 | Other (Specify) | | - | - | - |
| 1305 | Other (Specify) | | - | - | - |
| 1306 | Other (Specify) | | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | | \$ - | \$ 114,295 | \$ 114,295 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | | \$ - | \$ 1,457,346 | \$ 1,457,346 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---|-------------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | 195,980 |
| 2003 | Client Transportation & Support | 4,080 |
| 2004 | Clothing, Food, & Hygiene | 4,429 |
| 2005 | Education Support | 4,760 |
| 2006 | Employment Support | 94 |
| 2007 | Household Items for Clients | 1,275 |
| 2008 | Medication Supports | 5,950 |
| 2009 | Program Supplies - Medical | 1,190 |
| 2010 | Utility Vouchers | 255 |
| 2011 | Other: Client Activities and Recreation | 4,250 |
| 2012 | Other: TP Placement | 5,950 |
| 2013 | Other: Client Urine Testing | 1,105 |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 229,318 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 3,570 |
| 3002 | Printing/Postage | 1,530 |
| 3003 | Office, Household & Program Supplies | 9,860 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 27,039 |
| 3006 | Staff Mileage | 1,700 |
| 3007 | Subscriptions & Memberships | 8,925 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 20,485 |
| 3009 | Other: Miscellaneous Staff Travel | 765 |
| 3010 | Other: Licensing | 2,550 |
| 3011 | Other: Recruitment | 1,190 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 77,614 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|--|-------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 2,640 |
| 4002 | Rent/Lease Building | 85,000 |
| 4003 | Rent/Lease Equipment | 850 |
| 4004 | Rent/Lease Vehicles | 28,560 |
| 4005 | Security | 1,275 |
| 4006 | Utilities | 11,730 |
| 4007 | Other Janitorial Services and Supplies | 3,234 |
| 4008 | Other Equipment Maintenance | 586 |
| 4009 | Other: | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 133,875 |

| 5000: SPECIAL EXPENSES | | |
|-------------------------------|--|--|
|-------------------------------|--|--|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|-------------------|
| 5001 | Consultant (Network & Data Management) | \$ - |
| 5002 | HMIS (Health Management Information System) | 22,950 |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | 2,040 |
| 5005 | Other: O/S Building Maintenance and Repair | - |
| 5006 | Other O/S Counselor | 16,575 |
| 5007 | Other O/S Psychiatrist | 217,345 |
| 5008 | Other O/S Consultant | - |
| SPECIAL EXPENSES TOTAL: | | \$ 258,910 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|-------------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 292,920 |
| 6002 | Professional Liability Insurance | - |
| 6003 | Accounting/Bookkeeping | - |
| 6004 | External Audit | 1,445 |
| 6005 | Insurance Cyber Insurance and General Liability Umbrella | 4,219 |
| 6006 | Payroll Services | 4,974 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 1,020 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 304,578 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 6,290 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - |
| 7003 | Furniture & Fixtures | 5,270 |
| 7004 | Leasehold/Tenant/Building Improvements | - |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other (Specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 11,560 |

| | | |
|-------------------------------|--|---------------------|
| TOTAL PROGRAM EXPENSES | | \$ 2,473,201 |
|-------------------------------|--|---------------------|

PROGRAM FUNDING SOURCES

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | | |
|--|------------------------------|----------------------|---|---------------------|
| Acct # | Line Item Description | Service Units | Rate | Amount |
| 8001 | Mental Health Services | 91,694 | 3.32 | \$ 304,424 |
| 8002 | Case Management | 47,137 | 2.32 | 109,358 |
| 8003 | Crisis Services | 6,966 | 3.42 | 23,824 |
| 8004 | Medication Support | 70,357 | 6.15 | 432,696 |
| 8005 | Collateral | 35,104 | 3.32 | 116,545 |
| 8006 | Plan Development | 18,164 | 3.32 | 60,304 |
| 8007 | Assessment | 29,857 | 3.32 | 99,125 |
| 8008 | Rehabilitation | 75,029 | 3.32 | 249,096 |
| Estimated Specialty Mental Health Services Billing Totals: | | 374,308 | | \$ 1,395,372 |
| | | | Estimated % of Clients who are Medi-Cal Beneficiaries | 100% |
| | | | Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries | 1,395,372 |
| | | | Federal Financial Participation (FFP) % | 77% |
| | | | MEDI-CAL FFP TOTAL | \$ 1,074,437 |

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

| 8200 - REALIGNMENT | | |
|---------------------------|------------------------------|---------------|
| Acct # | Line Item Description | Amount |
| 8201 | Realignment | \$ 0 |
| REALIGNMENT TOTAL | | \$ 0 |

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|---------------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 469,528 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 469,528 |

| 8400 - OTHER REVENUE | | |
|-----------------------------|------------------------------|-------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ 1,360 |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 927,876 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 929,236 |

| | |
|---------------------------------------|---------------------|
| TOTAL PROGRAM FUNDING SOURCES: | \$ 2,473,201 |
|---------------------------------------|---------------------|

| | |
|--------------------------|-------------|
| NET PROGRAM COST: | \$ - |
|--------------------------|-------------|

FORENSIC MH ACT/FSP BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2021-22): Jul 1, 2021 - Jun 30, 2022 Budget Narrative

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|------------------|--|
| 1000: SALARIES & BENEFITS | | 1,457,346 | |
| Employee Salaries | | 1,019,918 | |
| 1101 | PROGRAM DIRECTOR | 41,046 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of Pay for this position is \$50.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$52,458.00. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1102 | ASST. PROGRAM DIRECTOR | 77,446 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is \$47.61/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$99,035. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 225,568 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is \$46.23/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$96,149. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1104 | REGISTERED NURSE | 110,632 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Rate of pay for this position is \$68.02/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$141,472. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1105 | LVN | 39,578 | Nurse will administer needed medications and educate about important medications issues. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the LVN is \$50,610. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 82,300 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is \$25.30/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the 2 Rehab Specialist is \$52,621. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1107 | EDU & EMP REHAB SPECIALIST | 80,728 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is 1 position at \$25.30/hr and 1 position at \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$52,621 and one at \$50,610. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---------------------------|--------|---|
| 1108 | PEER SUPPORT SPECIALIST | 54,745 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$16.83/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$35,003. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | BILLER | 32,772 | The Billing Records Technician is responsible for providing direct oversight of billing practices to ensure that they are in compliance with established policies, procedures, laws, regulations and that billing reports are accurate and produces within require timeframes. Rate of pay for this position is \$20.15/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Biller is \$41,907. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1110 | BOOKKEEPER | 36,527 | The Administrative Bookkeeper is responsible for maintaining the petty cash expenditures and examines payable invoices and supporting documentation, and determines validity of the request, allocation of costs and proper authorization. Rate of pay for this position is \$22.46/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper is \$46,709. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1111 | BOOKKEEPER/BILLER | - | |
| 1112 | SECRETARY | 27,915 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$17.16/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$35,696. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1113 | ADMINISTRATIVE ASSISTANT | 38,519 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$23.68/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$49,257. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1114 | PSC SUPERVISOR | 54,942 | Provides supervision to all PSCs/Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assists in training new staff and reporting to the Assistant Program Director. Rate of pay for this position is \$33.78/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PSC Supervisor is \$70,258. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 77,622 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in supporting and providing services for those who suffer from a co-occurring diagnosis. Rate of pay for this position is \$24.33/hr and one at \$23.39/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Dual Diagnosis Specialist is \$50,610 and \$48,649. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|------------------------------|--------|---|
| 1116 | GROUP FACILITATOR SPECIALIST | 39,578 | The PSC Group Facilitator is a position to facilitate the "Changing Offender Behavior" and "Cognitive Behavioral Interventions" Group Curriculum. The Group Facilitator organizes, schedules and facilitates daily groups for all eligible individuals. Groups are intended to address both the individual's criminogenic and mental health needs and risks. Rate of pay for this position is \$24.33/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Group Facilitator Specialist is \$50,610. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |

| Employee Benefits | | 323,133 | |
|-------------------|-----------------------|---------|---|
| 1201 | Retirement | 33,258 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 28,325 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 139,400 | Agency cost for health insurance; health plans vary on what the employee chooses. |
| 1204 | Dental Insurance | 10,943 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Accrued Paid Leave | 110,866 | The monetary value of staff paid leave hours as they accrue on a monthly basis. Calculation is 10% of salaries. |
| 1206 | Other Benefits (ACI) | 341 | Employee assistance program. |

| Payroll Taxes & Expenses: | | 114,295 | |
|---------------------------|-----------------|---------|---|
| 1301 | OASDI | 15,520 | Employer pays 1.40% of employee's full salary. |
| 1302 | FICA/MEDICARE | 84,807 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue |
| 1303 | SUI | 13,968 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. Employer pays 1.26% of all wages. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |

| 2000: CLIENT SUPPORT | | 229,318 | |
|----------------------|---------------------------------|---------|---|
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | 195,980 | Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.) |
| 2003 | Client Transportation & Support | 4,080 | Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.) |
| 2004 | Clothing, Food, & Hygiene | 4,429 | Cost for client hygiene supplies and non-work related clothing. (Examples: cloths, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) |
| 2005 | Education Support | 4,760 | Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class. |
| 2006 | Employment Support | 94 | Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.) |
| 2007 | Household Items for Clients | 1,275 | Cost of household items needed for clients |
| 2008 | Medication Supports | 5,950 | Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract |
| 2009 | Program Supplies - Medical | 1,190 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | 255 | Cost of client utility bills and/or security deposits. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|--|
| 2011 | Other: Client Activities and Recreation | 4,250 | Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, admission fees to events, etc.) |
| 2012 | Other: TP Placement | 5,950 | Client Housing supports that might include using one of Turning Point facilities |
| 2013 | Other: Client Urine Testing | 1,105 | Testing as needed / or requested |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 77,614 | |
|--------------------------|--|--------|--|
| 3001 | Telecommunications | 3,570 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) |
| 3002 | Printing/Postage | 1,530 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 9,860 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 27,039 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 1,700 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |
| 3007 | Subscriptions & Memberships | 8,925 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 20,485 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 765 | Staff going out of town for educational purposes and having some Miscellaneous Travel |
| 3010 | Other: Licensing | 2,550 | Avatar Licenses, business licenses, etc. |
| 3011 | Other: Recruitment | 1,190 | Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might happen for the purposes of employment |
| 3012 | Other (Specify) | - | |

| 4000: FACILITIES & EQUIPMENT | | 133,875 | |
|------------------------------|----------------------|---------|---|
| 4001 | Building Maintenance | 2,640 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 85,000 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 850 | Cost of rent/lease payments made for furniture and equipment leases. |
| 4004 | Rent/Lease Vehicles | 28,560 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 1,275 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 11,730 | Cost of service for power, gas, water, sewer, garbage, etc. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|--|-------|--|
| 4007 | Other Janitorial Services and Supplies | 3,234 | Cost of items or services to maintain the esthetics of the premises. (Examples, cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc. |
| 4008 | Other Equipment Maintenance | 586 | Cost of equipment and furniture repair and maintenance. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, laptop battery, monitor/printer/phone cord, drum, power strip, surge protector, video card, etc.) |
| 4009 | Other: | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 258,910 | |
|------------------------|---|---------|--|
| 5001 | Consultant (Network & Data Management) | - | |
| 5002 | HMIS (Health Management Information System) | 22,950 | Avatar Costs |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | 2,040 | Paid to an outside vendor for translation / interpreter services |
| 5005 | Other: O/S Building Maintenance and Repair | - | |
| 5006 | Other O/S Counselor | 16,575 | These accounts are assigned to record various professional services provided by contracted Counselor working as independent agents. |
| 5007 | Other O/S Psychiatrist | 217,345 | These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. |
| 5008 | Other O/S Consultant | - | These accounts are assigned to record various professional services provided by contracted Consultant working as independent agents. |

| 6000: ADMINISTRATIVE EXPENSES | | 304,578 | |
|-------------------------------|---|---------|---|
| 6001 | Administrative Overhead | 292,920 | Support of corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | - | |
| 6003 | Accounting/Bookkeeping | - | |
| 6004 | External Audit | 1,445 | Cost of outside audit fees. |
| 6005 | Insurance Cyber Insurance and General Liability Umbrella | 4,219 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 4,974 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 1,020 | This account should be charged for the depreciation expense of the Agency's tangible assets. |
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 11,560 | |
|--------------------|--|--------|--|
| 7001 | Computer Equipment & Software | 6,290 | Computer Equipment such as mice, laptops, any software |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - | |
| 7003 | Furniture & Fixtures | 5,270 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | - | |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other (Specify) | - | |

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 2,473,201
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 2,473,201

FORENSIC MH ACT/FSP BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2022-23): Jul 1, 2022 - Jun 30, 2023

PROGRAM EXPENSES

| 1000: SALARIES & BENEFITS | | | | | |
|--|-----------------------------------|--------------|--------------|----------------------|----------------------|
| Employee Salaries | | | | | |
| Acct # | Position | FTE | Admin | Direct | Total |
| 1101 | PROGRAM DIRECTOR | 0.43 | \$ - | \$ 41,863 | \$ 41,863 |
| 1102 | ASST. PROGRAM DIRECTOR | 0.85 | - | 78,223 | 78,223 |
| 1103 | MENTAL HEALTH PROFESSIONAL | 2.55 | - | 230,064 | 230,064 |
| 1104 | REGISTERED NURSE | 0.85 | - | 116,245 | 116,245 |
| 1105 | LVN | 0.85 | - | 41,979 | 41,979 |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 2.55 | - | 125,937 | 125,937 |
| 1107 | EDU & EMP REHAB SPECIALIST | 1.70 | - | 83,958 | 83,958 |
| 1108 | PEER SUPPORT SPECIALIST | 2.55 | - | 86,289 | 86,289 |
| 1109 | BILLER | 0.85 | - | 34,776 | 34,776 |
| 1110 | BOOKKEEPER | 0.85 | - | 37,250 | 37,250 |
| 1111 | BOOKKEEPER/BILLER | 0.00 | - | - | - |
| 1112 | SECRETARY | 0.85 | - | 29,052 | 29,052 |
| 1113 | ADMINISTRATIVE ASSISTANT | 0.85 | - | 39,296 | 39,296 |
| 1114 | PSC SUPERVISOR | 0.85 | - | 57,567 | 57,567 |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 1.70 | - | 83,958 | 83,958 |
| 1116 | GROUP FACILITATOR SPECIALIST | 0.85 | - | 41,979 | 41,979 |
| 1117 | | | | | - |
| 1118 | | | - | - | - |
| 1119 | | | - | - | - |
| 1120 | | | - | - | - |
| Personnel Salaries Subtotal | | 19.13 | \$ - | \$ 1,128,436 | \$ 1,128,436 |
| Employee Benefits | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1201 | Retirement | | \$ - | \$ 36,797 | \$ 36,797 |
| 1202 | Worker's Compensation | | - | 31,338 | 31,338 |
| 1203 | Health Insurance | | - | 153,000 | 153,000 |
| 1204 | Dental Insurance | | - | 12,011 | 12,011 |
| 1205 | Accrued Paid Leave | | - | 122,669 | 122,669 |
| 1206 | Other Benefits (ACI) | | - | 384 | 384 |
| Employee Benefits Subtotal: | | | \$ - | \$ 356,199 | \$ 356,199 |
| Payroll Taxes & Expenses: | | | | | |
| Acct # | Description | | Admin | Direct | Total |
| 1301 | OASDI | | \$ - | \$ 17,172 | \$ 17,172 |
| 1302 | FICA/MEDICARE | | - | 93,831 | 93,831 |
| 1303 | SUI | | - | 15,455 | 15,455 |
| 1304 | Other (Specify) | | - | - | - |
| 1305 | Other (Specify) | | - | - | - |
| 1306 | Other (Specify) | | - | - | - |
| Payroll Taxes & Expenses Subtotal: | | | \$ - | \$ 126,458.00 | \$ 126,458.00 |
| EMPLOYEE SALARIES & BENEFITS TOTAL: | | | \$ - | \$ 1,611,093 | \$ 1,611,093 |

| 2000: CLIENT SUPPORT | | |
|---------------------------------|---|-------------------|
| Acct # | Line Item Description | Amount |
| 2001 | Child Care | \$ - |
| 2002 | Client Housing Support | 322,828 |
| 2003 | Client Transportation & Support | 4,590 |
| 2004 | Clothing, Food, & Hygiene | 5,015 |
| 2005 | Education Support | 4,845 |
| 2006 | Employment Support | 170 |
| 2007 | Household Items for Clients | 1,700 |
| 2008 | Medication Supports | 6,120 |
| 2009 | Program Supplies - Medical | 1,275 |
| 2010 | Utility Vouchers | 340 |
| 2011 | Other: Client Activities and Recreation | 4,760 |
| 2012 | Other: TP Placement | 6,800 |
| 2013 | Other: Client Urine Testing | 1,190 |
| 2014 | Other (Specify) | - |
| 2015 | Other (Specify) | - |
| 2016 | Other (Specify) | - |
| DIRECT CLIENT CARE TOTAL | | \$ 359,633 |

| 3000: OPERATING EXPENSES | | |
|----------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 3,655 |
| 3002 | Printing/Postage | 1,785 |
| 3003 | Office, Household & Program Supplies | 11,050 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 27,965 |
| 3006 | Staff Mileage | 2,550 |
| 3007 | Subscriptions & Memberships | 9,010 |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 20,825 |
| 3009 | Other: Miscellaneous Staff Travel | 850 |
| 3010 | Other: Licensing | 2,975 |
| 3011 | Other: Recruitment | 1,275 |
| 3012 | Other (Specify) | - |
| OPERATING EXPENSES TOTAL: | | \$ 81,940 |

| 4000: FACILITIES & EQUIPMENT | | |
|---|--|-------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ 2,754 |
| 4002 | Rent/Lease Building | 86,700 |
| 4003 | Rent/Lease Equipment | 935 |
| 4004 | Rent/Lease Vehicles | 28,560 |
| 4005 | Security | 1,360 |
| 4006 | Utilities | 11,985 |
| 4007 | Other Janitorial Services and Supplies | 680 |
| 4008 | Other Equipment Maintenance | 3,366 |
| 4009 | Other (Specify) | - |
| 4010 | Other (Specify) | - |
| FACILITIES/EQUIPMENT TOTAL: | | \$ 136,340 |

| 5000: SPECIAL EXPENSES | | |
|-------------------------------|--|--|
|-------------------------------|--|--|

| Acct # | Line Item Description | Amount |
|--------------------------------|---|-------------------|
| 5001 | Consultant (Network & Data Management) | \$ - |
| 5002 | HMIS (Health Management Information System) | 26,775 |
| 5003 | Contractual/Consulting Services (Specify) | - |
| 5004 | Translation Services | 2,125 |
| 5005 | Other: O/S Building Maintenance and Repair | - |
| 5006 | Other O/S Counselor | 16,575 |
| 5007 | Other O/S Psychiatrist | 241,740 |
| 5008 | Other O/S Consultant | - |
| SPECIAL EXPENSES TOTAL: | | \$ 287,215 |

| 6000: ADMINISTRATIVE EXPENSES | | |
|--------------------------------------|---|-------------------|
| Acct # | Line Item Description | Amount |
| 6001 | Administrative Overhead | \$ 335,874 |
| 6002 | Professional Liability Insurance | - |
| 6003 | Accounting/Bookkeeping | - |
| 6004 | External Audit | 1,530 |
| 6005 | Insurance Cyber Insurance and General Liability Umbrella | 4,165 |
| 6006 | Payroll Services | 5,568 |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 1,105 |
| 6008 | Other (Specify) | - |
| 6009 | Other (Specify) | - |
| 6010 | Other (Specify) | - |
| 6011 | Other (Specify) | - |
| 6012 | Other (Specify) | - |
| ADMINISTRATIVE EXPENSES TOTAL | | \$ 348,242 |

| 7000: FIXED ASSETS | | |
|------------------------------------|--|------------------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ 6,545 |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - |
| 7003 | Furniture & Fixtures | 5,440 |
| 7004 | Leasehold/Tenant/Building Improvements | - |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (Specify) | - |
| 7008 | Other (Specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ 11,985 |

| | | |
|-------------------------------|--|---------------------|
| TOTAL PROGRAM EXPENSES | | \$ 2,836,448 |
|-------------------------------|--|---------------------|

PROGRAM FUNDING SOURCES

| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | | |
|---|------------------------------|----------------------|-------------|---------------------|
| Acct # | Line Item Description | Service Units | Rate | Amount |
| 8001 | Mental Health Services | 91,694 | 3.32 | \$ 304,424 |
| 8002 | Case Management | 47,137 | 2.32 | 109,358 |
| 8003 | Crisis Services | 6,966 | 3.42 | 23,824 |
| 8004 | Medication Support | 70,357 | 6.15 | 432,696 |
| 8005 | Collateral | 35,104 | 3.32 | 116,545 |
| 8006 | Plan Development | 18,164 | 3.32 | 60,304 |
| 8007 | Assessment | 29,857 | 3.32 | 99,125 |
| 8008 | Rehabilitation | 75,029 | 3.32 | 249,096 |
| Estimated Specialty Mental Health Services Billing Totals: | | 374,308 | | \$ 1,395,372 |
| Estimated % of Clients who are Medi-Cal Beneficiaries | | | | 100% |
| Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries | | | | 1,395,372 |
| Federal Financial Participation (FFP) % | | | 77% | 1,074,437 |
| MEDI-CAL FFP TOTAL | | | | \$ 1,074,437 |

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

| 8200 - REALIGNMENT | | |
|---------------------------|------------------------------|---------------|
| Acct # | Line Item Description | Amount |
| 8201 | Realignment | \$ 0 |
| REALIGNMENT TOTAL | | \$ 0 |

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|---------------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | AB1810 PreTrial Diversion | \$ 591,579 |
| 8302 | PEI - Prevention & Early Intervention | | - |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 591,579 |

| 8400 - OTHER REVENUE | | |
|-----------------------------|------------------------------|---------------------|
| Acct # | Line Item Description | Amount |
| 8401 | Client Fees | \$ 1,360 |
| 8402 | Client Insurance | - |
| 8403 | Grants (DSH Diversion) | 1,169,072 |
| 8404 | Other (Specify) | - |
| 8405 | Other (Specify) | - |
| OTHER REVENUE TOTAL | | \$ 1,170,432 |

| | |
|---------------------------------------|---------------------|
| TOTAL PROGRAM FUNDING SOURCES: | \$ 2,836,448 |
|---------------------------------------|---------------------|

| | |
|--------------------------|-------------|
| NET PROGRAM COST: | \$ - |
|--------------------------|-------------|

FORENSIC MH ACT/FSP BUDGET
Turning Point of Central Ca, Inc.
Fiscal Year (FY 2022-23): Jul 1, 2022 - Jun 30, 2023 Budget Narrative

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------------------------------------|-----------------------------------|------------------|--|
| 1000: SALARIES & BENEFITS | | 1,611,093 | |
| Employee Salaries | | 1,128,436 | |
| 1101 | PROGRAM DIRECTOR | 41,863 | The Program Director oversees the program and the hiring, training and supervising of staff. Rate of pay for this position is \$51.47 per hour. This is a shared position with First Street Center FSP. Allocation will be done by units of services provided between ACT/FSP and ICM/OP. Yearly salary for the PD is \$53,533. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. Positions are based on class/step, some might be less and some might be more, all according to the person's experience and education when they come to work for Turning Point. |
| 1102 | ASST. PROGRAM DIRECTOR | 78,223 | The Assistant Program Director will supervise staff and assist the Program Director. Rate of pay for this position is \$48.09/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PD is \$100,029. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1103 | MENTAL HEALTH PROFESSIONAL | 230,064 | Provides mental health assessment, assessing for medical necessity, and assists individuals served in identifying treatment plan goals according to diagnosis. MHP also provides individual and group therapy, while also providing program support to assist individuals in crisis. Rate of pay for this position is \$47.15/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the MHP is \$98,066. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1104 | REGISTERED NURSE | 116,245 | Provides oversight over the LVN to ensure client care and maintain compliance with Turning Point policies and procedures; provides training and ensures accurate charting in accordance with Medi-Cal. Rate of pay for this position is \$71.47/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the RN is \$148,651. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1105 | LVN | 41,979 | Nurse will administer needed medications and educate about important medications issues. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the LVN is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1106 | CRIMINAL JUSTICE REHAB SPECIALIST | 125,937 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in providing services to those involved in the criminal justice system and program liaison for Mental Health Diversion Court. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1107 | EDU & EMP REHAB SPECIALIST | 83,958 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in linking and providing services to those interested in engagement in employment and education services. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Rehab Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---------------------------|--------|---|
| 1108 | PEER SUPPORT SPECIALIST | 86,289 | Provides support to individuals served, utilizing lived mental health experience to relate to individuals while assisting with program activities; facilitates peer-ran groups; meet with individuals during appointments providing support as needed. Rate of pay for this position is \$17.68/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Peer Specialist is \$36,781. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1109 | BILLER | 34,776 | The Billing Records Technician is responsible for providing direct oversight of billing practices to ensure that they are in compliance with established policies, procedures, laws, regulations and that billing reports are accurate and produces within require timeframes. Rate of pay for this position is \$21.38/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Biller is \$44,470. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1110 | BOOKKEEPER | 37,250 | The Administrative Bookkeeper is responsible for maintaining the petty cash expenditures and examines payable invoices and supporting documentation, and determines validity of the request, allocation of costs and proper authorization. Rate of pay for this position is \$22.90/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Bookkeeper is \$47,633. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1111 | BOOKKEEPER/BILLER | - | |
| 1112 | SECRETARY | 29,052 | Provides services to the program by data entry, answering phone calls, checking in individuals, etc. Rate of pay for this position is \$17.86/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Secretary is \$37,151. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1113 | ADMINISTRATIVE ASSISTANT | 39,296 | The administrative assistant will oversee the support staff and will help with all support staff duties. Rate of pay for this position is \$24.16 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Administrative Assistant is \$50,250. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1114 | PSC SUPERVISOR | 57,567 | Provides supervision to all PSCs/Mental Health Specialists to ensure client care, maintain compliance with Turning Point policies and procedures. Supervisor also assists in training new staff and reporting to the Assistant Program Director. Rate of pay for this position is \$35.39 and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the PSC Supervisor is \$73,615. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not changed since it's already been accrued. |
| 1115 | DUAL DIAGNOSIS SPECIALIST | 83,958 | Provides Personal Service Coordinator duties, carrying a caseload, while also specializing in supporting and providing services for those who suffer from a co-occurring diagnosis. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Dual Diagnosis Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|------------------------------|--------|---|
| 1116 | GROUP FACILITATOR SPECIALIST | 41,979 | The PSC Group Facilitator is a position to facilitate the "Changing Offender Behavior" and "Cognitive Behavioral Interventions" Group Curriculum. The Group Facilitator organizes, schedules and facilitates daily groups for all eligible individuals. Groups are intended to address both the individual's criminogenic and mental health needs and risks. Rate of pay for this position is \$25.81/hr and will be put in the allocation account that will be split between FSP/ACT and ICM/OP. Allocation will be done by the units of services provided. Yearly salary for the Group Facilitator Specialist is \$53,681. There is an 8% reduction in salaries for accrued paid leave. When a staff takes leave, the program is not charged since it's already been accrued. |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |

| Employee Benefits | | 356,199 | |
|-------------------|-----------------------|---------|---|
| 1201 | Retirement | 36,797 | Cost of Agency contribution to employee retirement plans. This is based on 3% of the whole salary. |
| 1202 | Worker's Compensation | 31,338 | Cost of workers compensation insurance. This is based on 2.555% of the whole salary. |
| 1203 | Health Insurance | 153,000 | Agency cost for health insurance; health plans vary on what the employee chooses. |
| 1204 | Dental Insurance | 12,011 | Agency cost for dental and vision insurance at \$628.00 per year. |
| 1205 | Accrued Paid Leave | 122,669 | The monetary value of staff paid leave hours as they accrue on a monthly basis. Calculation is 10% of salaries. |
| 1206 | Other Benefits (ACI) | 384 | Employee assistance program. |

| Payroll Taxes & Expenses: | | 126,458 | |
|---------------------------|-----------------|---------|---|
| 1301 | OASDI | 17,172 | Employer pays 1.40% of employee's full salary. |
| 1302 | FICA/MEDICARE | 93,831 | Employer portion of F.I.C.A. taxes charged to the Agency by the Internal Revenue |
| 1303 | SUI | 15,455 | Employer portion of S.U.I. taxes charged to the Agency by the various states in which wages are paid. Employer pays 1.26% of all wages. |
| 1304 | Other (Specify) | - | |
| 1305 | Other (Specify) | - | |
| 1306 | Other (Specify) | - | |

| 2000: CLIENT SUPPORT | | 359,633 | |
|----------------------|---------------------------------|---------|---|
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | 322,828 | Cost of rent, housing assistance and deposit paid on behalf of client. (Examples: first/last month deposit, late fees, monthly rent, hotel charges, room & board, board & care, etc.) |
| 2003 | Client Transportation & Support | 4,590 | Cost for client transportation. (Examples: bus tokens/passes, taxi, other public transportation, bicycles, etc.) |
| 2004 | Clothing, Food, & Hygiene | 5,015 | Cost for client hygiene supplies and non-work related clothing. (Examples: cloths, shoes, soap, toothpaste, deodorant, grooming supplies, diapers, etc.) |
| 2005 | Education Support | 4,845 | Cost of course fees and educational materials distributed to clients and prospective clients. Including court ordered educational class. |
| 2006 | Employment Support | 170 | Cost of client pre-employment preparation and employment retention. (Examples: job search and interview attire, work boots and tools required for employment, etc.) |
| 2007 | Household Items for Clients | 1,700 | Cost of household items needed for clients |
| 2008 | Medication Supports | 6,120 | Cost of medical supplies or treatment/medical expense for a specific client. (Examples: co-pays*, prescription/lab work not covered by insurance, over-the-counter medications*, first aid kit/supplies for client's use at home, etc.) *if allowable per contract |
| 2009 | Program Supplies - Medical | 1,275 | Cost of medical supplies to be used by staff or clients at the program location to meet program objective. Such items are to remain at the program location and not sent home with the client. Such items include, but are not limited to first aid kits, blood pressure monitor, latex gloves, syringes, hazard disposal service, over-the-counter medication*, etc. *if allowable per contract. |
| 2010 | Utility Vouchers | 340 | Cost of client utility bills and/or security deposits. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|---|-------|--|
| 2011 | Other: Client Activities and Recreation | 4,760 | Cost for client activities & recreation events. (Examples: cable bill, food/drinks/utensils/decorations needed for a specific client event, incentive rewards, admission fees to events, etc.) |
| 2012 | Other: TP Placement | 6,800 | Client Housing supports that might include using one of Turning Point facilities |
| 2013 | Other: Client Urine Testing | 1,190 | Testing as needed / or requested |
| 2014 | Other (Specify) | - | |
| 2015 | Other (Specify) | - | |
| 2016 | Other (Specify) | - | |

| 3000: OPERATING EXPENSES | | 81,940 | |
|--------------------------|--|--------|--|
| 3001 | Telecommunications | 3,655 | Cost of electronic communications. (Examples: internet, phone, fax, cell phones, etc.) |
| 3002 | Printing/Postage | 1,785 | Cost of custom copying/printing charges (Examples: letterhead, business forms, business cards, flyers, brochures, signs, etc.) and Postage and elivery, including delivery by the USPS, UPS, FEDEX and other courier services |
| 3003 | Office, Household & Program Supplies | 11,050 | Cost of items normally used in an office setting. (Examples: pens, pencils, paper tablets, paper clips, notepads, staples, non-electric staplers/hole punchers/calculators, and other items normally used in an office setting.) House Supplies, Cost of supplies used by staff during their scheduled work hours. These items are normally used to operate the building at the program location. These items are to remain at program location and not sent home with client. (Examples: pots, pans, pot holders, kitchen towels, curtains, detergent, Clorox for clothes, can opener, dishes, furnace filter, decorations, linens, etc.), Program Supplies, Cost of any items normally used by clients to meet program objectives while receiving services. These items are to remain at the program location and not sent home with the client. Such items include, but are not limited to video tapes, printed handouts, desk reference books, research material, curriculum, puzzles, board games, therapeutic/meditative supplies and other items that are specifically designed and used to accomplish program goals. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 27,965 | Cost of employee training courses and materials. |
| 3006 | Staff Mileage | 2,550 | Cost of employee mileage reimbursement paid in accordance with FPM section 1005. |
| 3007 | Subscriptions & Memberships | 9,010 | Cost of membership dues and subscriptions. (Examples: magazine, newspaper, memberships, etc.) |
| 3008 | Vehicle Maintenance (Gas, Oil, Tires and Repair) | 20,825 | Cost of vehicle maintenance. Including cost of parts, supplies and labor associated with maintenance and repair of vehicles used by Agency programs. Cost of gas in Vehicles and Insurance |
| 3009 | Other: Miscellaneous Staff Travel | 850 | Staff going out of town for educational purposes and having some Miscellaneous Travel |
| 3010 | Other: Licensing | 2,975 | Avatar Licenses, business licenses, etc. |
| 3011 | Other: Recruitment | 1,275 | Costs of Live Scans, DMV printouts, ads for recruiting staff and other tests that might happen for the purposes of employment |
| 3012 | Other (Specify) | - | |

| 4000: FACILITIES & EQUIPMENT | | 136,340 | |
|------------------------------|----------------------|---------|---|
| 4001 | Building Maintenance | 2,754 | Cost of Agency building repairs and maintenance. (Examples: electrical work, A/C and heating, hood cleaning, plumbing, etc.) This account should not be used if a specific outside labor contractor is doing an identifiable project. |
| 4002 | Rent/Lease Building | 86,700 | Cost of rent/lease payments made for building leases from outside sources. |
| 4003 | Rent/Lease Equipment | 935 | Cost of rent/lease payments made for furniture and equipment leases. |
| 4004 | Rent/Lease Vehicles | 28,560 | Rental cost of vehicles and lease of agency vehicles. |
| 4005 | Security | 1,360 | Cost of installation, maintenance and monthly service fees for building alarms and other security measures. (Examples: security/surveillance equipment, service and installation, safes, etc.) |
| 4006 | Utilities | 11,985 | Cost of service for power, gas, water, sewer, garbage, etc. |

| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
|--------|--|-------|--|
| 4007 | Other Janitorial Services and Supplies | 680 | Cost of items or services to maintain the esthetics of the premises. (Examples, cleaning supplies, wipes, trash bags, furniture polish, broom, sponges, window cleaner, grounds keeping, cleaning services, yard services, etc. |
| 4008 | Other Equipment Maintenance | 3,366 | Cost of equipment and furniture repair and maintenance. (Examples: high capacity copier/printer/scanner, replacement parts such as hard drive, laptop battery, monitor/printer/phone cord, drum, power strip, surge protector, video card, etc.) |
| 4009 | Other (Specify) | - | |
| 4010 | Other (Specify) | - | |

| 5000: SPECIAL EXPENSES | | 287,215 | |
|------------------------|---|---------|--|
| 5001 | Consultant (Network & Data Management) | - | |
| 5002 | HMIS (Health Management Information System) | 26,775 | Avatar Costs |
| 5003 | Contractual/Consulting Services (Specify) | - | |
| 5004 | Translation Services | 2,125 | Paid to an outside vendor for translation / interpreter services |
| 5005 | Other: O/S Building Maintenance and Repair | - | |
| 5006 | Other O/S Counselor | 16,575 | These accounts are assigned to record various professional services provided by contracted Counselor working as independent agents. |
| 5007 | Other O/S Psychiatrist | 241,740 | These accounts are assigned to record various professional services provided by contracted Psychiatrist working as independent agents. |
| 5008 | Other O/S Consultant | - | These accounts are assigned to record various professional services provided by contracted Consultant working as independent agents. |

| 6000: ADMINISTRATIVE EXPENSES | | 348,242 | |
|-------------------------------|---|---------|---|
| 6001 | Administrative Overhead | 335,874 | Support of corporate and regional offices such as processing invoices, payroll, cost reports, etc. |
| 6002 | Professional Liability Insurance | - | |
| 6003 | Accounting/Bookkeeping | - | |
| 6004 | External Audit | 1,530 | Cost of outside audit fees. |
| 6005 | Insurance Cyber Insurance and General Liability Umbrella | 4,165 | Insurance for General Liability and Umbrella Insurance / Cyber Insurance as required by the contracts with Fresno Co. |
| 6006 | Payroll Services | 5,568 | Time keeping software / payroll through UltiPro expensed directly to the program by the number of employees |
| 6007 | Depreciation (Provider-Owned Equipment to be Used for Program Purposes) | 1,105 | This account should be charged for the depreciation expense of the Agency's tangible assets. |
| 6008 | Other (Specify) | - | |
| 6009 | Other (Specify) | - | |
| 6010 | Other (Specify) | - | |
| 6011 | Other (Specify) | - | |
| 6012 | Other (Specify) | - | |

| 7000: FIXED ASSETS | | 11,985 | |
|--------------------|--|--------|--|
| 7001 | Computer Equipment & Software | 6,545 | Computer Equipment such as mice, laptops, any software |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - | |
| 7003 | Furniture & Fixtures | 5,440 | Purchase of furniture and fixtures as needed |
| 7004 | Leasehold/Tenant/Building Improvements | - | |
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - | |
| 7006 | Assets over \$5,000/unit (Specify) | - | |
| 7007 | Other (Specify) | - | |
| 7008 | Other (Specify) | - | |

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 2,836,448
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 2,836,448

ELECTRONIC HEALTH RECORD SOFTWARE CHARGES

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

| Description | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 |
|---|------------|------------|------------|------------|------------|
| General Users | | | | | |
| Avatar Named User Hosting (per active user per month; every Avatar “active” log on ID is a named user) | \$37.00 | \$37.00 | \$37.00 | \$37.00 | \$37.00 |
| Avatar Named User Maintenance* (per active user per month) | \$14.85 | \$15.30 | \$15.76 | \$16.23 | \$16.72 |
| Cloud Hosting- Perceptive Disaster Recovery (per active user per month) | \$4.66 | \$4.66 | \$4.66 | \$4.66 | \$4.66 |
| eRx Users | | | | | |
| Full Suite Prescriber (per active user per month; applicable to an active Prescriber user) | \$104.00 | \$104.00 | \$104.00 | \$104.00 | \$104.00 |
| ePrescribing Controlled Substances Tokens (per active user per month; applicable to an active Prescriber user of Controlled Substances) | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 |
| Non-Prescribing User (per active user per month; applicable to an active Non-Prescriber user) | \$13.00 | \$13.00 | \$13.00 | \$13.00 | \$13.00 |
| Reaching Recovery Users | | | | | |
| Reaching Recovery (per adult client/person served per year; applicable to adult treatment programs except contracted triage/CI, CSU or PHF) | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| ProviderConnect Users | | | | | |
| Individual Subscription (per user per month; applicable to provider-user whose claims are reviewed and posted by Managed Care) | \$41.25 | \$41.25 | \$41.25 | \$41.25 | \$41.25 |

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

*Annual Maintenance increases by 3% each FY on July 1st and may be subject to change pending the COUNTY’s agreement terms with NetSmart.

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

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature: _____ Date: ___/___/___

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ___/___/___

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. All medical records shall be maintained for a minimum of 10 years from the date of the end of the Agreement.

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 DSM-5 diagnosis, 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 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 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

DSH – Pre-trial Felony Mental Health Diversion
DSH Diversion Outcomes Data Dictionary – Services - Fresno

| | |
|-----------------|--|
| SSN | Social security number – 9-digit social security number (no dashes) |
| YEAR | Year – Current calendar year |
| FYQTR | Fiscal year quarter – Select one: <ul style="list-style-type: none">• Q1: July 1 – September 30• Q2: October 1 – December 31• Q3: January 1 – March 30• Q4: April 1 – June 30 |
| REPDAT | Date report/data was prepared MM/DD/YYYY |
| INDIV | Is the participant still in diversion? <ul style="list-style-type: none">• No• Yes |
| DATEDEND | Date diversion ended MM/DD/YYYY |
| REASDEND | Reason diversion ended <ul style="list-style-type: none">• Successful completion• Termination due to re-arrest• Termination because of mental illness• Termination because of risk of danger• Termination due to AWOL• Termination due to patient refusing medications• Termination for other reason |
| OREASEND | If other, what is the reason |
| DATREARR | If arrested, date of re-arrest MM/DD/YYYY |

SECTION FOR SERVICES PROVIDED IN REPORTING PERIOD

| | |
|-----------------|--|
| CASEM | Case management intervention <ul style="list-style-type: none">• Forensic Assertive Community Treatment (FACT)• Full service partnership• Legal/criminal justice support• Other case management for mental health |
| NUMCASEM | Number of case management services provided in reporting period for each service type |

| | |
|------------------|--|
| HOSP | Psychiatric inpatient hospitalization (includes Psychiatric Health Facility or PHF)? <ul style="list-style-type: none">• No• Yes |
| DOAHOSP | Date of admission to hospital MM/DD/YYYY |
| DODCHOSP | Date of discharge from hospital MM/DD/YYYY |
| RESTX | Residential treatment <ul style="list-style-type: none">• Crisis residential facility• Adult residential treatment facility |
| DOARES | Date of admission to residential treatment MM/DD/YYYY |
| DODCRES | Date of discharge from residential treatment MM/DD/YYYY |
| HOUSE | Supportive housing <ul style="list-style-type: none">• Board and care• Room and board• Sober Living Environment• Supportive Family Housing• Other Supportive Housing |
| DOAHOUSE | Date of entry into supportive housing MM/DD/YYYY |
| DODCHOUSE | Date of exit from supportive housing MM/DD/YYYY |
| OPTMHTX | Outpatient mental health services <ul style="list-style-type: none">• Medication support• Group therapy• Individual therapy |
| NOPTMHTX | Number of outpatient mental health services provided in current reporting period for each service type |
| MEDTX | Was participant prescribed an antipsychotic? <ul style="list-style-type: none">• No• Yes |
| MEDINJ | Is the antipsychotic medication a long-acting injectable? <ul style="list-style-type: none">• No• Yes |
| MEDNAME | Name of antipsychotic |

| | |
|------------------|---|
| OTHMEDTX | Was participant prescribed either/both of the following medications? <ul style="list-style-type: none">• Mood stabilizer• Antidepressant• Both• Neither (or leave blank) |
| SUBSTTX | Substance use disorder treatment <ul style="list-style-type: none">• Inpatient/detox• Residential SA treatment• Outpatient SA treatment |
| DOASATX | Date of admission to inpatient/residential SA treatment MM/DD/YYYY |
| DODCSATX | Date of discharge from inpatient/residential SA treatment M/DD/YYYY |
| NSATX | If not residential, number of contacts in reporting period for each type SA treatment |
| MEDSA | Was participant prescribed medication for substance abuse? (e.g. Naltrexone) <ul style="list-style-type: none">• No• Yes |
| MEDSANAME | Name of substance abuse medication |
| OTHERTX | Other types of treatment provided <ul style="list-style-type: none">• Faith based• Family support/psychoeducational• Peer support• Vocational support |
| NOTHTX | Number of contacts in reporting period for other treatment for each service type (if known) |
| CRISIS | Any crisis services provided <ul style="list-style-type: none">• Crisis call center/Access line• Mobile crisis team/CIT team• Crisis Stabilization |
| NCRISIS | Number of crisis contacts in reporting period |
| OCRISIS | Describe other crisis services |
| OSERVICE | Describe other treatment services not provided in this list |

DSH – Pre-trial Felony Mental Health Diversion

DSH Diversion Outcomes Data Dictionary - Behavioral Health - Fresno

| | |
|---------------|---|
| YEAR | Year – Current calendar years |
| FYQTR | Fiscal year quarter – Select one <ul style="list-style-type: none">• Q1: July 1 – September 30• Q2: October 1 – December 31• Q3: January 1 – March 30• Q4: April 1 – June 30 |
| LNAME | Last name – Last name of DSH Diversion participant |
| FNAME | First name – First name of DSH Diversion participant |
| SSN | Social security number – 9-digit social security number (no dashes) |
| DOB | Date of birth of participant – MM/DD/YYYY |
| SEX | Gender – Select one <ul style="list-style-type: none">• Male• Female• Transgender M-F• Transgender F-M• Non-binary• Other |
| ETHNIC | Race/Ethnicity – Select one <ul style="list-style-type: none">• White Non - Hispanic• Black Non - Hispanic• Hispanic• Asian• American Indian or Alaska Native• Native Hawaiian/Other Pacific Islander/Filipino• Other |
| MCAL | Medi-Cal status – was the participant enrolled in Medi-Cal at time of arrest <ul style="list-style-type: none">• No• Yes• Not eligible |
| MCALE | If not eligible, reason why if known |

- LIVSIT** Living situation – What was the participant’s living status at the time they were arrested (see following definitions)
- Not homeless: Permanent housing/Housed in treatment facilities/board and care/group home for more than 90 days
 - Homeless sheltered: Housed in treatment facilities/board and care/group home for more than 90 days **OR** hotel/motel/couch surfing
 - *key: must have access to running water & electricity
 - Homeless unsheltered: Living in car/encampment/other unsheltered situation
-

BEHAVIORAL HEALTH VARIABLES

DEVAL Was there a diversion eligibility evaluation?

- No
- Yes

HOWELIG If No, how was eligibility determined

DOE Diversion eligibility evaluation date MM/DD/YYYY

MOTIV Based on eligibility evaluation, was the crime related to the individual's (select primary motive)

- Psychosis
- Homelessness

PDIAG Primary diagnoses determined from diversion evaluation (select one)

- Schizophrenia (F20.9)
- Schizoaffective disorder (F25.0, F25.1)
- Bipolar disorder (F31.xx, excluding F31.81)

SUBSTDY Does the individual have a co-morbid substance abuse diagnosis?

- No
- Yes

SUBST If yes, please enter individual’s drug of choice:

- Alcohol
- Cannabis
- Cocaine
- Hallucinogen
- Amphetamine or other stimulant
- Opioid
- Other
- 3 or more of above

PERSD Does the individual have a co-morbid Personality Disorder diagnosis?

- No
- Yes
-

PDDX If yes, which Personality Disorder?

- Antisocial Personality Disorder
- Borderline Personality Disorder
- Other Personality Disorder

COGD Does the individual have a co-morbid Cognitive Disorder diagnosis? This includes Neurocognitive Disorders (Alzheimer's, vascular dementia, TBI) or intellectual disability

- No
- Yes

RISKASS Was structured risk assessment performed?

- No
- Yes

If Yes, which one?

RANAME - Short-Term Assessment of Risk & Treatability (START)
- Historical Clinical Risk Management – 20 (HCR-20)
- Level of Services Inventory (LSI)

OTHERRA - Other

MATCHS How were services matched to participant?

- Risk-Needs-Responsivity (RNR) Assessment
- Provided standard mental health services
- Other

RNRASS List Risk-Needs-Responsivity (RNR) Assessment

OTHERM List other service matching method

JDIVS Diversion services provided prior to release from jail

- No
- Yes

If Yes:

DBJDIVS Date jail diversion services began MM/DD/YYYY

DEJDIVS Date jail diversion services ended MM/DD/YYYY

JAILMED Name of antipsychotic medication prescribed in jail

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

Federal database checks.

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

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

COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

CONTRACTOR shall be required to maintain organizational provider certification by the host county. A copy of this renewal certificate must be furnished to COUNTY within thirty (30) days of receipt of certificate from host county. The CONTRACTOR must meet Medi-Cal organization provider standards as stated below. It is acknowledged that all references to Organizational Provider and/or Provider below shall refer to the CONTRACTOR.

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 as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
9. 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.
10. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

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

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

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

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

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

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

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

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



INCIDENT REVIEWER ROLE – User Guide

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

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

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

As an Incident Reviewer, the responsibility is to:

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

Below is the link to report incidents

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

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



Incident Report

Please complete this form

Client Information

Name of Facility*
Select option

Name of Reporting Party*
Enter text

Facility Address*
Enter text

Facility Phone Number*
Enter text

Mental Health or Substance Use Disorder Program?*
Select option

Client First Name*
Enter text

Client Last Name*
Enter text

Enter text

Client Date of Birth
mm/dd/yyyy

Client Address
Enter text

Client ID
Enter text

Gender*
Select option

County of Origin*
Select option

Summary

Subject @
Enter text

Incident (check all that apply)*
Select option(s)

If Other-specify (I.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):
Enter text

Description of the incident*
Enter text

Similar to the paper version, multiple incident categories can be selected

Enter text

Incident (check all that apply)*

Medical Emergency ✕ Death of Client ✕

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

← → 🏠 🌐 fresnodbh.logicmanager.com/incidents/?t=9&p=18&k=182be0c5cdcd5072bb1864cdee4d3d6e

Date of Incident*
mm/dd/yyyy

Time of Incident*
Enter text

Location of Incident*
Enter text

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

Did the Injured Party seek Medical Attention?
Select option

Attach any additional details
[Add File](#) or Drop File Here

Reported By Name*
Enter text

Reported By Email*
Enter text

Reported On
10/30/2019

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

The screenshot shows a web browser window with the URL fresnodbh.logicmanager.com/incidents/?l=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e. At the top of the form, there is a yellow button labeled "Add File or Drop File Here" with a red arrow pointing to it. Below this are several text input fields: "Reported By Name*", "Reported By Email*", and "Reported On" (with the date 10/30/2019). A section titled "Follow Up" contains a dropdown menu for "Action Taken (check all that apply)*", a text field for "Please specify if other", and another text field for "Description of Action Taken*". At the bottom of the form is a large green "SUBMIT" button.

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

This screenshot shows the "Action Taken (check all that apply)*" dropdown menu. The selected options are "Law Enforcement Contacted" and "Called 911/EMS". Other visible options include "Consulted with Physician", "First Aid/CPR Administered", "Client removed from building", "Parent/Legal Guardian Contacted", and "Other".

When done entering all the information, simply click submit.

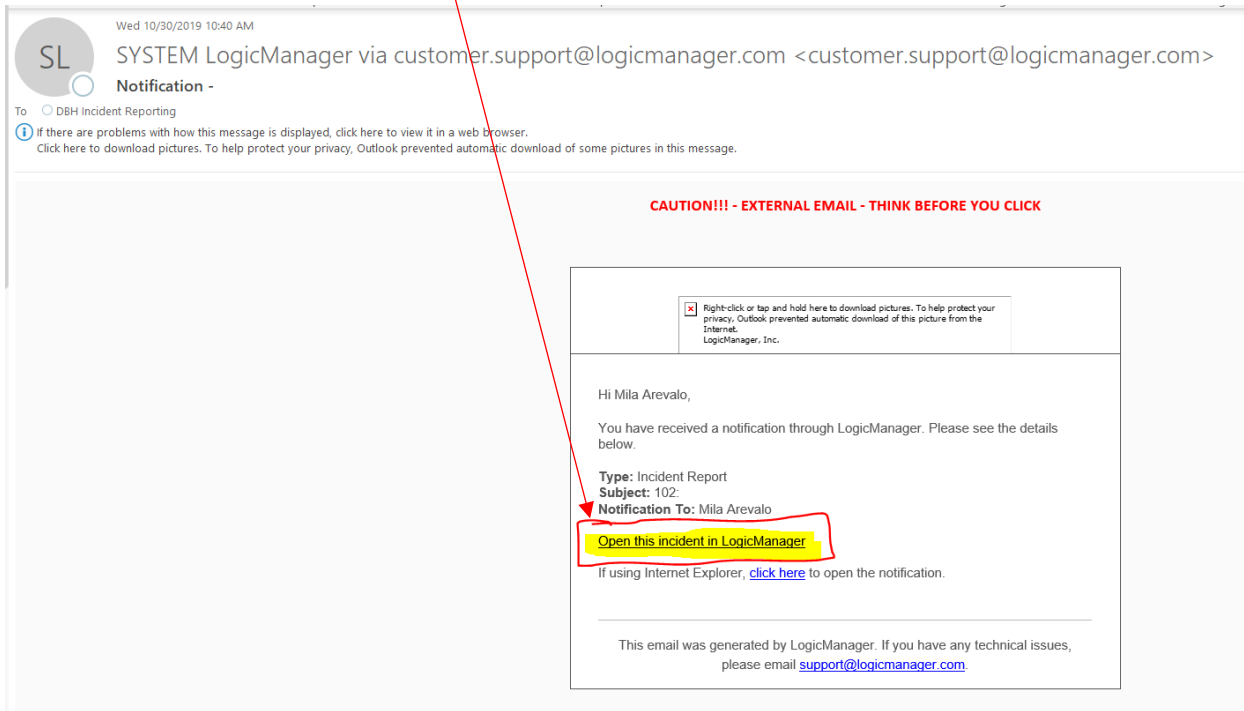
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

The screenshot shows the "Outcome*" text input field with a red asterisk and a red arrow pointing to it. Below the field is a large green "SUBMIT" button.

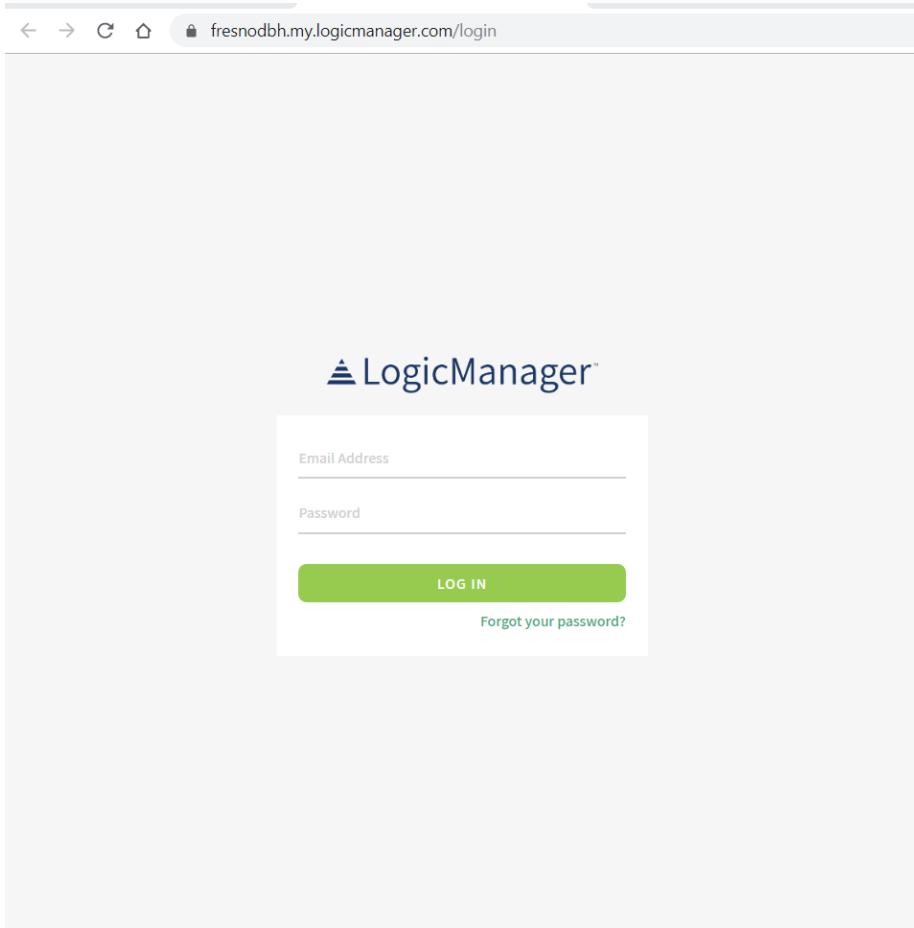
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

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

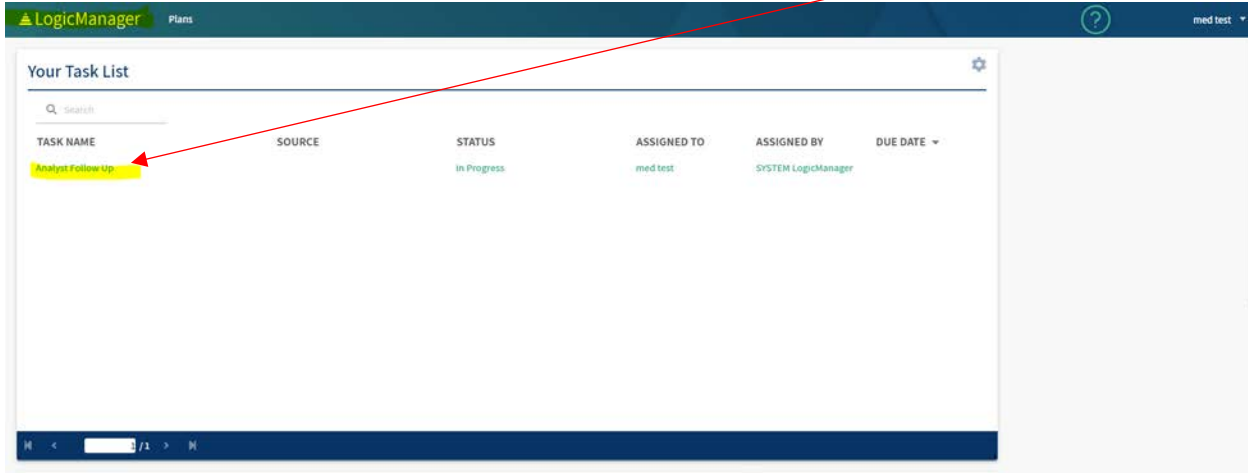
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on "Open this incident in Logic Manager" and the Logic Manager login screen will show.



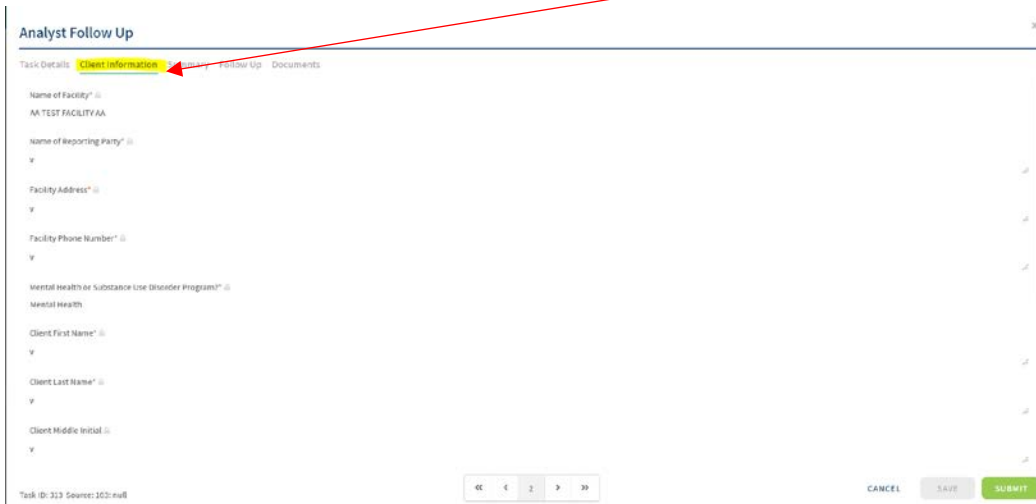
Enter in email address and password. First time users will be prompted to set up a password.



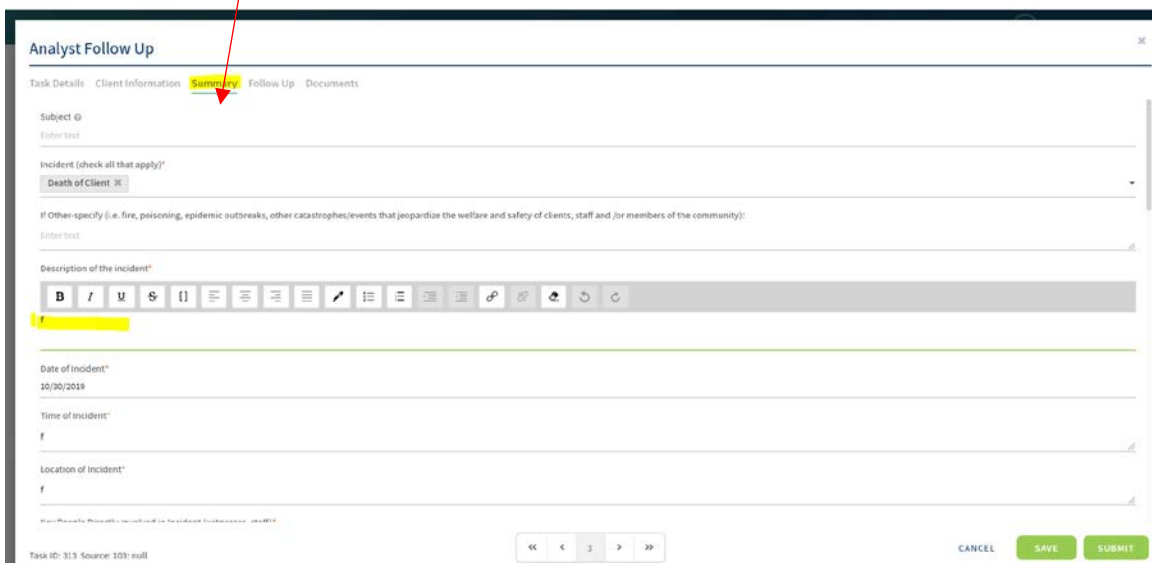
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.



The next tab is **Summary**: No edits can be made to this section.



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

Analyst Follow Up

Task Details Client Information Summary **Follow Up** Documents

Action Taken (check all that apply)*
Law Enforcement Contacted X

Please specify if other
Enter text

Description of Action Taken*
f

Outcome*
f
added information
cause of death - cancer per coroner 10-31-14

Task ID: 313 Source: 103: null

« < 4 > »

CANCEL SAVE SUBMIT

The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary Follow Up **Documents**

Search Add Document

| Name | Type | Source | Upload Date | Uploaded By |
|------|------|--------|-------------|-------------|
|------|------|--------|-------------|-------------|

No documents yet.
Drop files here or click on the Add Document dropdown.

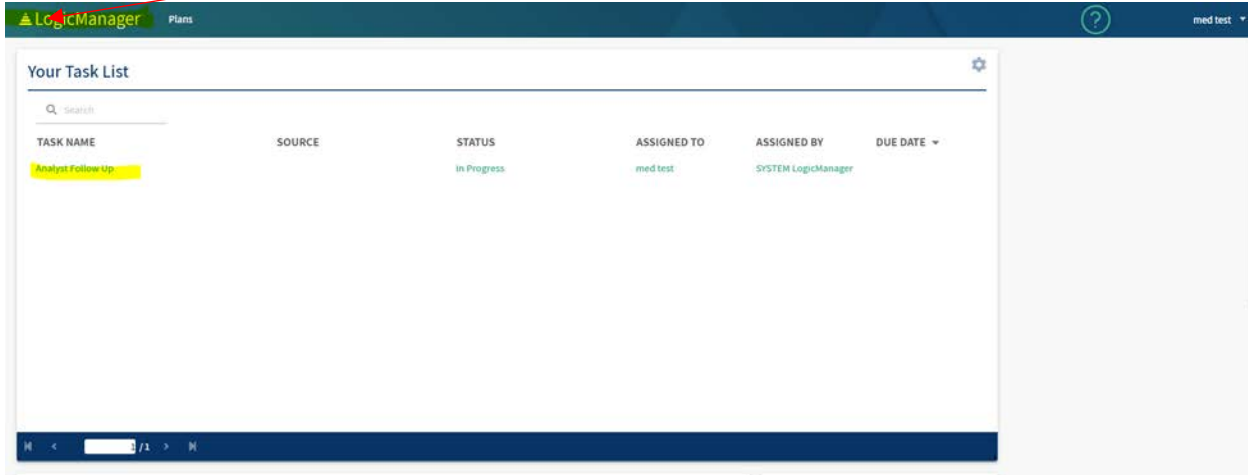
Task ID: 313 Source: 103: null

« < 5 > »

CANCEL SAVE SUBMIT

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email DBHIncidentReporting@fresnocountyca.gov

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.



| | | | |
|----------------|------------------|-----------------------|-----------------|
| Vendor: | Contract# | Contact Person | Contact# |
| | | | |

Fixed Asset and Sensitive Item Tracking

Example Example

| Item | Make/Brand | Model | Serial # | Fixed Asset | Sensitive Item | Date Requested (If Fixed Asset) | Date Approved (If Fixed Asset) | Purchase Date | Location | Condition | Fresno County Inventory Number | Cost |
|----------------|------------|--------|----------|-------------|----------------|---------------------------------|--------------------------------|---------------|----------|-----------|--------------------------------|------------|
| Copier | Canon | 27CRT | 9YHJY65R | x | | 3/27/2008 | 4/1/2008 | 4/10/2008 | Heritage | New | | \$6,500.00 |
| DVD Player | Sony | DV2230 | PXC4356A | | x | n/a | n/a | 4/1/2008 | Heritage | New | | \$450.00 |
| Date Prepared: | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | |
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| 23 | | | | | | | | | | | | |
| 24 | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | |

Date Received: _____

FIXED ASSET AND SENSITIVE ITEM TRACKING

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

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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



The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.¹ Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,² such as socioeconomic status, education level, and the availability of health services.³

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.⁴

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.^{5,6} By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities⁷ and the National Stakeholder Strategy for Achieving Health Equity,⁸ which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.

— Dr. Martin Luther King, Jr.

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DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

| NAME | ADDRESS | EIN |
|------|---------|-----|
| | | |
| | | |
| | | |

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

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

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

| NAME | ADDRESS | PROVIDER NUMBER |
|------|---------|-----------------|
| | | |
| | | |
| | | |

YES NO

- IV. A. Has there been a change in ownership or control within the last year? YES NO
 If yes, give date. _____
- B. Do you anticipate any change of ownership or control within the year?..... YES NO
 If yes, when? _____
- C. Do you anticipate filing for bankruptcy within the year?..... YES NO
 If yes, when? _____
- V. Is the facility operated by a management company or leased in whole or part by another organization?..... YES NO
 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?..... YES NO

VII. A. Is this facility chain affiliated? YES NO
 (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).

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