

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 the City of Fresno, a California municipal corporation, on behalf of its police department
4 ("Contractor"), and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 **Recitals**

7 A. County's Department of Behavioral Health (DBH) desires to continue the collaborative
8 Crisis Intervention Team (CIT), comprised of DBH staff and law enforcement staff that will be
9 co-located at 1925 E. Dakota Avenue, Fresno, CA 93726 with the purpose of providing co-
10 response within the Fresno metropolitan area. The Fresno metropolitan CIT will be a unit
11 consisting of dual response by law enforcement, DBH and contracted clinicians, and program
12 staff; and

13 B. County DBH has a need to partner with law enforcement, including co-location and co-
14 response with behavioral health staff, to provide CIT services; and

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

20 The parties therefore agree as follows:

21 **Article 1**

22 **Contractor's Services**

23 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
24 Exhibit A to this Agreement, titled "Scope of Services."

25 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
26 able to perform all of the services provided in this Agreement.

27 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
28 applicable federal, state, and local laws and regulations in the performance of its obligations

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

3 1.4 **Monitoring.** Contractor agrees to extend to County's staff and County's DBH, or
4 their designees, the right to review and monitor records, programs, or procedures, at
5 any time, in regard to persons served, as well as the overall operation of Contractor's programs,
6 in order to ensure compliance with the terms and conditions of this Agreement.

7 1.5 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
8 consisting of staff from County's DBH and other CIT contracted staff to discuss program
9 requirements, data reporting, outcomes, training, policies and procedures, overall program
10 operations, and any problems or foreseeable problems that may arise. Contractor shall also
11 attend other County DBH meetings, as required by the County.

12 1.6 **Reports.** Contractor shall collect, maintain and report all CIT-related data for
13 services provided in the Fresno metropolitan area, including but not limited to staff schedules,
14 data related to CIT calls for service and other data as requested. Contractor shall also
15 participate in annual reporting requirements as requested by DBH.

16 **Article 2**

17 **County's Responsibilities**

18 2.1 The County shall provide behavioral health clinicians to co-locate and co-respond
19 with the Fresno Police Department Crisis Intervention Team (FPD CIT).

20 2.2 The County shall collaborate with FPD CIT to create linkages to the County's
21 behavioral health system of care.

22 2.3 The County shall provide oversight, support, coordination and ongoing monitoring of
23 the CIT system of care.

24 2.4 The County shall notify FPD CIT of process changes or additional responsibilities
25 that fall within the Scope of Services of this Agreement (Exhibit A) through written
26 communication, conference, trainings, meetings and individual staff consultation.

27 2.5 The County shall provide consultation on a regular basis, including but not limited to
28 facilitating monthly provider meetings between FPD CIT and DBH.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 The County agrees to pay, and the Contractor agrees to receive, compensation for the
4 performance of its services under this Agreement as described in Exhibit B to this Agreement,
5 titled "Compensation." The Contractor will be compensated for performance of its services
6 under this Agreement as provided in Exhibit B. The Contractor is not entitled to any
7 compensation except as expressly provided in Exhibit B.

8 3.1 **Maximum Compensation.** The maximum compensation payable to the Contractor
9 under this Agreement for the period of July 1, 2022 through June 30, 2023 is Two Hundred,
10 Eighteen Thousand, Nine Hundred Fifteen and No/100 Dollars (\$218,915.00).

11 The maximum compensation payable to the Contractor under this Agreement for the
12 period of July 1, 2023 through June 30, 2024 is Two Hundred, Eighteen Thousand, Nine
13 Hundred Fifteen and No/100 Dollars (\$218,915.00).

14 In no event shall the maximum contract amount for the services provided by the
15 Contractor under the terms and conditions of this Agreement exceed Four Hundred, Thirty-
16 Seven Thousand, Eight Hundred Thirty and No/100 Dollars (\$437,830.00).

17 The Contractor acknowledges that the County is a local government entity, and does
18 so with notice that the County's powers are limited by the California Constitution and by State
19 law, and with notice that the Contractor may receive compensation under this Agreement only
20 for services performed according to the terms of this Agreement and while this Agreement is in
21 effect, and subject to the maximum amount payable under this section. The Contractor further
22 acknowledges that County employees have no authority to pay the Contractor except as
23 expressly provided in this Agreement.

24 3.2 **Invoices.** The Contractor shall submit monthly invoices to 1)
25 DBHInvoiceReview@fresnocountyca.gov, 2) DBH-Invoices@fresnocountyca.gov, 3)
26 DBHContractedServicesDivision@fresnocountyca.gov, and 4) the assigned DBH Forensic
27 Behavioral Health Staff Analyst. The Contractor shall submit each invoice by the tenth (10th)
28 day of each month for actual expenses incurred during the prior month. No reimbursement for

1 costs incurred by Contractor for services delivered under this Agreement shall be made until the
2 invoice and supporting documentation is received, verified and approved by County's DBH.

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

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

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

22 **3.3 Payment.** The County shall pay each correctly completed and timely submitted
23 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
24 address specified in the invoice.

25 **3.4 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement.

27 **3.5 Budget Modifications.** The DBH Director has the authority to adjust the budget line
28 item/expense categories by fiscal year at the request of the Contractor in accordance with

1 Section 16.1 as long as the total maximum compensation of this Agreement is not exceeded.

2 **Article 4**

3 **Term of Agreement**

4 4.1 **Term.** This Agreement is effective retroactive to July 1, 2022 and terminates on June
5 30, 2023, except as provided in section 4.2, "Extension," or Article 6, "Termination and
6 Suspension," below.

7 4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
8 year period only upon written approval of both parties at least 30 days before the first day of the
9 next one-year extension period. The DBH Director or his or her designee is authorized to sign
10 the written approval on behalf of the County based on the Contractor's satisfactory
11 performance. The extension of this Agreement by the County is not a waiver or compromise of
12 any default or breach of this Agreement by the Contractor existing at the time of the extension
13 whether or not known to the County.

14 **Article 5**

15 **Notices**

16 5.1 **Contact Information.** The persons and their addresses having authority to give and
17 receive notices provided for or permitted under this Agreement include the following:

18 **For the County:**

19 Director, Department of Behavioral Health
20 County of Fresno
21 1925 E. Dakota Avenue
22 Fresno, CA 93726
23 DBHContractedServicesDivision@fresnocountyca.gov

24 **For the Contractor:**

25 Lieutenant, City of Fresno Police Department
26 2323 Mariposa Street, Room 2075
27 Fresno, CA 93721
28 CIT@fresno.gov

5.2 **Change of Contact Information.** Either party may change the information in section
5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
for or permitted under this Agreement must be in writing, state that it is a notice provided under

1 this Agreement, and be delivered either by personal service, by first-class United States mail, by
2 an overnight commercial courier service, or by Portable Document Format (PDF) document
3 attached to an email.

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

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

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

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

17 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
18 nothing in this Agreement establishes, waives, or modifies any claims presentation
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
20 of Title 1 of the Government Code, beginning with section 810).

21 **Article 6**

22 **Termination and Suspension**

23 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
24 contingent on the approval of funds by the appropriating government agency. If sufficient funds
25 are not allocated, then the County, upon at least 30 days' advance written notice to the
26 Contractor, may:

27 (A) Modify the services provided by the Contractor under this Agreement; or

28 (B) Terminate this Agreement.

1 **6.2 Termination for Breach.**

2 (A) Upon determining that a breach (as defined in paragraph (C) below) has
3 occurred, the County may give written notice of the breach to the Contractor. The written
4 notice may suspend performance under this Agreement, and must provide at least 30
5 days for the Contractor to cure the breach.

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

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

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

14 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
15 County or the Contractor may terminate this Agreement by giving at least 30 days advance
16 written notice to the other party.

17 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
18 under this Article 6 is without penalty to or further obligation of the County. Any termination of
19 this Agreement by the Contractor under Article 6.3 is without penalty to or further obligation of
20 the Contractor.

21 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
22 6, the County may demand repayment by the Contractor of any monies disbursed to the
23 Contractor under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.

26 **Article 7**

27 **Independent Contractor**

28 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,

1 agents, employees, and volunteers, is at all times acting and performing as an independent
2 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
3 venturer, partner, or associate of the County.

4 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
5 manner or method of the Contractor's performance under this Agreement, but the County may
6 verify that the Contractor is performing according to the terms of this Agreement.

7 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
8 right to employment rights or benefits available to County employees. The Contractor is solely
9 responsible for providing to its own employees all employee benefits required by law. The
10 Contractor shall save the County harmless from all matters relating to the payment of
11 Contractor's employees, including compliance with Social Security withholding and all related
12 regulations.

13 7.4 **Services to Others.** The parties acknowledge that, during the term of this
14 Agreement, the Contractor may provide services to others unrelated to the County.

15 **Article 8**

16 **Indemnity and Defense**

17 8.1 **Indemnity.** CITY shall indemnify, hold harmless and defend COUNTY and each of
18 its officers, officials, employees, agents and volunteers from any and all loss, liability, fines,
19 penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but
20 not limited to personal injury, death at any time and property damage) incurred by COUNTY,
21 CITY or any other person, and from any and all claims, demands and actions in law or equity
22 (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or
23 indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any
24 of its officers, officials, employees, agents or volunteers in the performance of this Agreement;
25 provided nothing herein shall constitute a waiver by CITY of governmental immunities including
26 California Government Code section 810 et seq.

27 COUNTY shall indemnify, hold harmless and defend CITY and each of its officers, officials,
28 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs

1 and damages (whether in contract, tort or strict liability, including but not limited to personal injury,
2 death at any time and property damage) incurred by the CITY, COUNTY or any other person, and
3 from any and all claims, demands and actions in law or equity (including attorney's fees and
4 litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or
5 intentional acts or omissions, or willful misconduct of COUNTY or any of its officers, officials,
6 employees, agents or volunteers in the performance of this Agreement; provided nothing herein
7 shall constitute a waiver by COUNTY of governmental immunities including California
8 Government Code section 810 et seq..

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

15 This section shall survive termination or expiration of this Agreement.

16 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

17 **Article 9**

18 **Insurance**

19 9.1 Without limiting the indemnification of each party as stated herein, it is understood
20 and agreed that COUNTY and CITY shall each maintain, at their sole expense, insurance
21 policies or self-insurance programs including, but not limited to, an insurance pooling
22 arrangement and/or Joint Powers Agreement to fund their respective liabilities including general
23 liability, automotive liability, workers' compensation and employers' liability. Evidence of
24 Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at
25 the request of either party under this Agreement.

26 **Article 10**

27 **Inspections, Audits, and Public Records**

28 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and

1 the County may examine at any time during business hours and as often as the County deems
2 necessary, all of the Contractor's records and data with respect to the matters covered by this
3 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
4 request by the County, permit the County to audit and inspect all of such records and data to
5 ensure the Contractor's compliance with the terms of this Agreement.

6 **10.2 State Audit Requirements.** If the compensation to be paid by the County under this
7 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
8 California State Auditor, as provided in Government Code section 8546.7, for a period of three
9 years after final payment under this Agreement. This section survives the termination of this
10 Agreement.

11 **10.3 Public Records.** The County is not limited in any manner with respect to its public
12 disclosure of this Agreement or any record or data that the Contractor may provide to the
13 County. The County's public disclosure of this Agreement or any record or data that the
14 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

9 **10.4 Public Records Act Requests.** If the County receives a written or oral request
10 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
11 and which the County has a right, under any provision of this Agreement or applicable law, to
12 possess or control, then the County may demand, in writing, that the Contractor deliver to the
13 County, for purposes of public disclosure, the requested records that may be in the possession
14 or control of the Contractor. Within five business days after the County's demand, the
15 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
16 possession or control, together with a written statement that the Contractor, after conducting a
17 diligent search, has produced all requested records that are in the Contractor's possession or
18 control, or (b) provide to the County a written statement that the Contractor, after conducting a
19 diligent search, does not possess or control any of the requested records. The Contractor shall
20 cooperate with the County with respect to any County demand for such records. If the
21 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
22 CPRA or other applicable law, it must deliver the record or data to the County and assert the
23 exemption by citation to specific legal authority within the written statement that it provides to
24 the County under this section. The Contractor's assertion of any exemption from disclosure is
25 not binding on the County, but the County will give at least 10 days' advance written notice to
26 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
27 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
28 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,

1 failure to produce any such records, or failure to cooperate with the County with respect to any
2 County demand for any such records.

3 **Article 11**

4 **Property of County**

5 11.1 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and
6 intangible property obtained or controlled under County for use in operational capacity and will
7 benefit County for a period more than one (1) year. Depreciation of the qualified items will be on
8 a straight-line basis. For County purposes, fixed assets must fulfill three (3) qualifications:

9 (A) Have a life span of over one (1) year;

10 (B) Is not a repair part; and

11 (C) Must be valued at or greater than the capitalization thresholds for the asset type:

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

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Qualified fixed asset equipment is to be reported and approved by the County. If it is
approved and identified as an asset, it will be tagged with a County program number.

A Fixed Asset Log will be maintained by County's Asset Management System and
inventoried annually until the asset is fully depreciated. During the term of this

1 Agreement, Contractor's fixed assets may be inventoried in comparison to County's
2 DBH Asset Inventory System.

3 11.2 **Sensitive Assets.** Certain purchases less than Five Thousand and No/100 Dollars
4 (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00) with over a one (1)
5 year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such
6 sensitive items are not limited to computers, copiers, televisions, cameras, and other sensitive
7 items as determined by County's DBH Director or designee. Contractor shall maintain a
8 tracking system on the items that are not required to be capitalized or depreciated. The items
9 are subject to annual inventory review by the County's DBH for compliance.

10 11.3 **Retention and Maintenance.** Assets shall be retained by County, as County
11 property, in the event this Agreement is terminated or upon expiration of this Agreement.
12 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
13 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
14 when fixed and inventoried assets are returned to County possession. Contractor is responsible
15 for returning to County all County owned undepreciated fixed and inventoried assets, or the
16 monetary value of said assets if unable to produce the assets at the expiration or termination of
17 this Agreement. Contractor further agrees to the following:

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

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

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

28 11.4 **Equipment Purchase.** The purchase of any equipment by Contractor with funds

1 provided hereunder shall require the prior written approval of County's DBH Director or
2 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
3 related to Contractor's services or activity under the terms of this Agreement. County's DBH
4 may refuse reimbursement for any costs resulting from equipment purchased, which are
5 incurred by Contractor, if prior written approval has not been obtained from County.

6 **11.5 Modification.** Contractor must obtain prior written approval from County's DBH
7 whenever there is any modification or change in the use of any property acquired or improved,
8 in whole or in part, using funds under this Agreement. If any real or personal property acquired
9 or improved with said funds identified herein is sold and/or is utilized by Contractor for a use
10 which does not qualify under this Agreement, Contractor shall reimburse County in an amount
11 equal to the current fair market value of the property, less any portion thereof attributable to
12 expenditures of funds not provided under this Agreement. These requirements shall continue in
13 effect for the life of the property. In the event this Agreement expires, the requirements for this
14 Article shall remain in effect for activities or property funded with said funds, unless action is
15 taken by the State government to relieve County of these obligations.

16 **Article 12**

17 **Federal and State Laws**

18 **12.1 Confidentiality.** All services performed by Contractor under this Agreement shall be
19 in strict conformance with all applicable Federal, State of California and/or local laws and
20 regulations relating to confidentiality. In addition, Contractor agrees to abide by the terms and
21 conditions of the Business Associate Agreement attached hereto as Exhibit C.

22 **12.2 Tax Equity and Fiscal Responsibility Act.** To the extent necessary to prevent
23 disallowance of reimbursement under section 1861(v)(1) (I) of the Social Security Act, (42
24 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of
25 services under this Agreement, Contractor shall make available, upon written request to the
26 Secretary of the United States Department of Health and Human Services, or upon request to
27 the Comptroller General of the United States General Accounting Office, or any of their duly
28 authorized representatives, a copy of this Agreement and such books, documents, and records

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

12 **Article 13**

13 **Data Security**

14 13.1 **Security Requirements.** For the purpose of preventing the potential loss,
15 misappropriation or inadvertent access, viewing, use or disclosure of County data including
16 sensitive or personal client information; abuse of County resources; and/or disruption to County
17 operations, individuals and/or agencies that enter into a contractual relationship with the County
18 for the purpose of providing services under this Agreement must employ adequate data security
19 measures to protect the confidential information provided to Contractor by the County, including
20 but not limited to the following:

21 (A) Contractor-Owned Mobile, Wireless or Handheld Devices

22 Contractor may not connect to County networks via personally-owned mobile,
23 wireless, or handheld devices, unless the following conditions are met:

- 24 (1) Contractor has received authorization by County for telecommuting
25 purposes;
- 26 (2) Current virus protection software is in place;
- 27 (3) Mobile device has the remote wipe feature enabled; and
- 28 (4) A secure connection is used.

1 (B) Contractor-Owned Computers or Computer Peripherals

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

8 (C) County-Owned Computer Equipment

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

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

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

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

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

26 (H) County shall provide oversight to Contractor's response to all incidents arising
27 from a possible breach of security related to County's confidential client information provided to
28 Contractor. Contractor will be responsible to issue any notification to affected individuals as

1 required by law or as deemed necessary by County in its sole discretion.

2 **Article 14**

3 **Publicity Prohibition**

4 14.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
5 or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or
6 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
7 promotion.

8 14.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
9 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
10 availability of such specific services when approved in advance by County's DBH Director or
11 designee and at a cost to be provided in Exhibit B for such items as written/printed materials,
12 the use of media (i.e., radio, television, newspapers), and any other related expense(s).

13 **Article 15**

14 **Disclosure of Self-Dealing Transactions**

15 15.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
16 or changes its status to operate as a corporation.

17 15.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
18 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
19 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
20 the County before commencing the transaction or immediately after.

21 15.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
22 a party and in which one or more of its directors, as an individual, has a material financial
23 interest.

24 **Article 16**

25 **General Terms**

26 16.1 **Modification.** Any matters of this Agreement may be modified from time to time by
27 the written consent of all the parties without, in any way, affecting the remainder.

28 Notwithstanding the above, changes to services, staffing, and responsibilities of the

1 Contractor, as needed, to accommodate changes in the laws relating to FURS requirements
2 and specialty mental health treatment, may be made with the signed written approval of
3 County's DBH Director, or designee, and Contractor through an amendment approved by
4 County's County Counsel and the County's Auditor-Controller/Treasurer-Tax Collector's Office.

5 In addition, changes to expense category (i.e., Salary & Benefits,
6 Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.)
7 subtotals as set forth in Exhibit B, that do not exceed ten percent (10%) of the total annual
8 maximum compensation, changes to the volume of units of services/types of service units to be
9 provided, and changes to service rates as set forth in Exhibit B, may be made with the written
10 approval of County's DBH Director or designee.

11 Said modifications to budget expense categories, service volume/types of service
12 units, and summary of services shall not result in any change to the maximum compensation
13 amount payable to Contractor, as stated herein.

14 16.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
15 under this Agreement without the prior written consent of the other party.

16 16.3 **Governing Law.** The laws of the State of California govern all matters arising from
17 or related to this Agreement.

18 16.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
19 County, California. Contractor consents to California jurisdiction for actions arising from or
20 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
21 brought and maintained in Fresno County.

22 16.5 **Construction.** The final form of this Agreement is the result of the parties' combined
23 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
24 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
25 against either party.

26 16.6 **Days.** Unless otherwise specified, "days" means calendar days.

27 16.7 **Headings.** The headings and section titles in this Agreement are for convenience
28 only and are not part of this Agreement.

1 16.8 **References to Laws and Rules.** In the event any law, regulation, or policy referred
2 to in this Agreement is amended during the term thereof, the parties hereto agree to comply with
3 the amended provision as of the effective date of such amendment.

4 16.9 **Severability.** If anything in this Agreement is found by a court of competent
5 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
6 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
7 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
8 intent.

9 16.10 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
10 not unlawfully discriminate against any employee or applicant for employment, or recipient of
11 services, because of race, religious creed, color, national origin, ancestry, physical disability,
12 mental disability, medical condition, genetic information, marital status, sex, gender, gender
13 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
14 all applicable State of California and federal statutes and regulation.

15 16.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
16 of the Contractor under this Agreement on any one or more occasions is not a waiver of
17 performance of any continuing or other obligation of the Contractor and does not prohibit
18 enforcement by the County of any obligation on any other occasion.

19 16.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
20 between the Contractor and the County with respect to the subject matter of this Agreement,
21 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
22 publications, and understandings of any nature unless those things are expressly included in
23 this Agreement. If there is any inconsistency between the terms of this Agreement without its
24 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
25 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
26 exhibits.

27 16.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
28 create any rights or obligations for any person or entity except for the parties.

1 16.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

7 16.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
8 electronic signature as provided in this section.

9 (A) An “electronic signature” means any symbol or process intended by an individual
10 signing this Agreement to represent their signature, including but not limited to (1) a
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
12 electronically scanned and transmitted (for example by PDF document) version of an
13 original handwritten signature.

14 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
15 equivalent to a valid original handwritten signature of the person signing this Agreement
16 for all purposes, including but not limited to evidentiary proof in any administrative or
17 judicial proceeding, and (2) has the same force and effect as the valid original
18 handwritten signature of that person.

19 (C) The provisions of this section satisfy the requirements of Civil Code section
20 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
21 Part 2, Title 2.5, beginning with section 1633.1).

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

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

1 16.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
2 original, and all of which together constitute this Agreement.

3 [SIGNATURE PAGE FOLLOWS]

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF FRESNO POLICE DEPARTMENT COUNTY OF FRESNO
3

4
5 Paco Balderrama, Chief
6 2323 Mariposa Street, Room 2075
7 Fresno, CA 93721

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

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

8 **APPROVED AS TO FORM**
9 **CITY ATTORNEY'S OFFICE**
10 BY: *Michael Buckley*
11 **DEPUTY CITY ATTORNEY**
9/14/22

By: _____
Deputy

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

15 FY 2022-23: \$218,915.00
16 FY 2023-24: \$218,915.00
17 **Total: \$437,830.00**

18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

CONTRACTOR: City of Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

CONTRACT: Fresno Metropolitan Crisis Intervention Team

CONTRACT TERM: July 1, 2022 through June 30, 2023 with one optional 1-year extension from July 1, 2023 through June 30, 2024

CONTRACT MAXIMUM: \$437,830.00

| <u>Fiscal Year</u> | <u>Contract Max</u> |
|--------------------|---------------------|
| 2022-23 | \$218,915.00 |
| 2023-24 | <u>\$218,915.00</u> |
| | \$437,830.00 |

I. PROJECT DESCRIPTION

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

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

A. Program Methods

Exhibit A

Scope of Services

1. With behavioral health and law enforcement co-response, staff will be able to establish data that denotes behavioral health individuals served, crisis and interventions, and will identify those that have repeated use of emergency and crisis resources in metropolitan Fresno.
2. The co-response model will increase justice system resources for rapid response to safety and criminal behavioral needs.
3. Individuals engaged by the Fresno Metro CIT program will have more efficient access to crisis services, receive services more sensitive to their behavioral health needs, and mitigate further involvement with the criminal justice system.

In 2021, Fresno PD CIT received 1,671 behavioral health crisis calls for service with 80% of those calls resulting in de-escalation of the crisis, rather than involuntary hospitalization, and without the use of force. Fresno PD CIT's response to behavioral health crisis calls saved 1,543 hours of patrol officer time, allowing them to respond to other 9-1-1 calls.

II. SERVICES START DATE

Services shall begin on July 1, 2022.

III. TARGET POPULATION

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

IV. LOCATION OF SERVICES

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

V. PROGRAM GOALS AND OBJECTIVES

- A. The goals and objectives of this project include, but are not limited to:
 1. CIT-trained officer response to behavioral health crisis calls dispatched through 9-1-1 to release the Fresno PD patrol officer on scene;
 2. Collaborative crisis intervention services with CIT-trained officers and behavioral health clinicians to provide crisis intervention and crisis stabilization interventions to aide in de-escalation of the crisis and avoid unnecessary hospitalization, arrest or jail admission;
 3. Provide "the right help the first time" by engaging the individual, assessing their needs and providing appropriate CIT services through the mutual interagency coordination between behavioral health and law enforcement to connect or

Exhibit A

Scope of Services

reconnect individuals to treatment and support, and to mitigate future contact with law enforcement; and

4. Consultation with other entities (e.g., emergency medical services, community-based organizations, treatment providers) to provide the most appropriate support for individuals contacted by the Fresno Metro CIT program.

VI. STAFFING LEVELS

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

VII. HOURS OF OPERATION

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

VIII. PERFORMANCE AND OUTCOME MEASUREMENTS

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

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

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

Measurable outcomes may be reviewed for input and approval by a designated DBH work group 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.

Additional Reporting Requirements

Exhibit A

Scope of Services

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

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

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

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

IX. CONTRACTOR RESPONSIBILITIES

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



Department of Behavioral Health

PPG 1.2.7 V#: 1

Section: Administration, DBH Policies & Procedures

Effective Date: 05/31/2017

Policy Title: Performance Outcome Measures

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Managed Care Coordinator),
Kannika Toonnachat (Division Manager)

POLICY:

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

PURPOSE:

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

REFERENCE:

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

DHCS Service, Administrative and Operational Requirements

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

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

1. **Indicator:** Qualitative or quantitative measure(s) that tell if the outcomes have been accomplished. Indicators evaluate key performance in relation to objectives. It indicates what the program is accomplishing and if the anticipated results are being achieved.
2. **Intervention:** A systematic plan of action consciously adapted in an attempt to address and reduce the causes of failure or need to improve upon system.

MISSION STATEMENT

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

Template Review Date 3/28/16



Department of Behavioral Health

PPG 1.2.7 V#: 1

Policy Title: Performance Outcome Measures

3. **Fresno County Mental Health Plan (FCMHP):** Fresno County's contract with the State Department of Health and Human Services that allows for the provision of specialty mental health services. Services may be delivered by county-operated programs, contracted organizational, or group providers.
4. **Objective (Goal):** Intended results or the impact of learning, programs, or activities.
5. **Outcomes:** Specific results or changes achieved as a consequence of the program or intervention. Outcomes are connected to the objectives/goals identified by the program or intervention.

PROCEDURE:

- I. Each FCMHP program/provider shall engage in measurement of outcomes in order to generate reliable and valid data on the effectiveness and efficiency of programs or interventions. Programs/providers will establish/select objectives (goals), decide on a methodology and timeline for the collection of data, and use an appropriate data collection tool. This occurs during the program planning and development process. Outcomes should be in alignment with the program/provider goals.
- II. Outcomes should be measureable, obtainable, clear, accurately reflect the expected result, and include specific time frames. Once the measures have been selected, it is necessary to design a way to gather the information. For each service delivery performance indicator, FCMHP program/provider shall determine: to whom the indicator will be applied; who is responsible for collecting the data; the tool from which data will be collected; and a performance target based on an industry benchmark, or a benchmark set by the program/provider.
- III. Performance measures are subject to review and approval by FCMHP Administration.
- IV. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals. Annually, each FCMHP program/provider must measure service delivery performance in each of the areas/domains listed below. Dependent on the program/provider service deliverables, exceptions must be approved by the FCMHP Administration.
 - a. Effectiveness of services – How well programs performed and the results achieved. Effectiveness measures address the quality of care through measuring change over time. Examples include but are not limited to: reduction



Department of Behavioral Health

Section: Administration, DBH Policies & Procedures

Revised Date: 05/31/2017

PPG 1.2.7 V#: 1

Policy Title: Performance Outcome Measures

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

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

PROGRAM INFORMATION:

| | | | |
|-----------------------------|---------------------------|----------------------------|---|
| Program Title: | Click here to enter text. | Provider: | Click here to enter text. |
| Program Description: | Click here to enter text. | MHP Work Plan: | Choose an item. Choose an item. Choose an item. |
| Age Group Served 1: | ADULT | Dates Of Operation: | Click here to enter text. |
| Age Group Served 2: | Choose an item. | Reporting Period: | July 1, 2020 - June 30, 2021 |
| Funding Source 1: | Choose an item. | Funding Source 3: | Choose an item. |
| Funding Source 2: | Choose an item. | Other Funding: | Click here to enter text. |

FISCAL INFORMATION:

| | | | |
|--|---------------------------|-------------------------------|---|
| Program Budget Amount: | Click here to enter text. | Program Actual Amount: | 0 |
| Number of Unique Clients Served During Time Period: | 0 | | |
| Number of Services Rendered During Time Period: | Click here to enter text. | | |
| Actual Cost Per Client: | 0 | | |

CONTRACT INFORMATION:

| | | | |
|---|---------------------------|-------------------------|---------------------------|
| Program Type: | | Type of Program: | |
| Contract Term: | Click here to enter text. | For Other: | Click here to enter text. |
| | | Renewal Date: | Click here to enter text. |
| Level of Care Information Age 18 & Over: | Choose an item. | | |
| Level of Care Information Age 0- 17: | Choose an item. | | |

TARGET POPULATION INFORMATION:

| | |
|---------------------------|---------------------------|
| Target Population: | Click here to enter text. |
|---------------------------|---------------------------|

FRESNO COUNTY MENTAL HEALTH PLAN

OUTCOMES REPORT- Attachment A

CORE CONCEPTS:

- **Community collaboration:** individuals, families, agencies, and businesses work together to accomplish a shared vision.
- **Cultural competence:** adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- **Individual/Family-Driven, Wellness/Recovery/Resiliency-Focused Services:** adult clients and families of children and youth identify needs and preferences that result in the most effective services and supports.
- **Access to underserved communities:** Historically unserved and underserved communities are those groups that either have documented low levels of access and/or use of mental health services, face barriers to participation in the policy making process in public mental health, have low rates of insurance coverage for mental health care, and/or have been identified as priorities for mental health services.
- **Integrated service experiences:** services for clients and families are seamless. Clients and families do not have to negotiate with multiple agencies and funding sources to meet their needs.

Please select core concepts embedded in services/ program:

(May select more than one)

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Please describe how the selected concept (s) embedded :

Click here to enter text.

PROGRAM OUTCOME & GOALS

- **Must include each of these areas/domains:** (1) Effectiveness, (2) Efficiency, (3) Access, (4) Satisfaction & Feedback Of Persons Served & Stakeholder

- **Include the following components for documenting each goal:** (1) Indicator, (2) Who Applied, (3) Time of Measure, (4) Data Source, (5) Target Goal Expectancy

Click here to enter text.

DEPARTMENT RECOMMENDATION(S):

Click here to enter text.

FRESNO COUNTY MENTAL HEALTH PLAN

Outcomes Analysis Template

Attachment B

Name of Program:

[Click here to enter text.](#)

What is the Program/Contract Goals?

[Click here to enter text.](#)

Program Type: _____

Type of Program: [Other, please specify below](#)Other: [Click here to enter text.](#)**CLINICAL INFORMATION:**Does the Program Utilize Any of the Following? *(May select more than one)*[Evidence Informed Practice](#)[Best Practice](#)[Evidence Based Practice](#)Other: [Click here to enter text.](#)Please Describe: [Click here to enter text.](#)**OUTCOMES**What Outcome Measures Are Being Used? [Click here to enter text.](#)What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness? [Click here to enter text.](#)Describe the Program's analysis (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc.): [Click here to enter text.](#)What Barriers Prevent the Program from Achieving Better Outcomes? [Click here to enter text.](#)What Changes to the Program Would You Recommend to Improve the outcomes ? [Click here to enter text.](#)**For Committee Use Only:**

Recommendations: do include a conclusion and a to-do list with action items

[Click here to enter text.](#)

Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2022-23

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

| Acct # | Administrative Position | FTE | Admin | Program | Total |
|--------|-------------------------|-----|-------|---------|-------|
| 1101 | | | \$ - | | \$ - |
| 1102 | | | - | | - |
| 1103 | | | - | | - |
| 1104 | | | - | | - |
| 1105 | | | - | | - |
| 1106 | | | - | | - |
| 1107 | | | - | | - |
| 1108 | | | - | | - |
| 1109 | | | - | | - |
| 1110 | | | - | | - |
| 1111 | | | - | | - |
| 1112 | | | - | | - |
| 1113 | | | - | | - |
| 1114 | | | - | | - |
| 1115 | | | - | | - |

Direct Personnel Admin Salaries Subtotal **0.00** **\$ -** **\$ -**

| Acct # | Program Position | FTE | Admin | Program | Total |
|--------|------------------|-----|-------|---------|-------|
| 1116 | | | | \$ - | \$ - |
| 1117 | | | | - | - |
| 1118 | | | | - | - |
| 1119 | | | | - | - |
| 1120 | | | | - | - |
| 1121 | | | | - | - |
| 1122 | | | | - | - |
| 1123 | | | | - | - |
| 1124 | | | | - | - |
| 1125 | | | | - | - |
| 1126 | | | | - | - |
| 1127 | | | | - | - |
| 1128 | | | | - | - |
| 1129 | | | | - | - |
| 1130 | | | | - | - |
| 1131 | | | | - | - |
| 1132 | | | | - | - |
| 1133 | | | | - | - |
| 1134 | | | | - | - |

Direct Personnel Program Salaries Subtotal **0.00** **\$ -** **\$ -**

| | | Admin | Program | Total |
|---|--|-------------|-------------|-------------|
| Direct Personnel Salaries Subtotal | | 0.00 | \$ - | \$ - |

Direct Employee Benefits

| Acct # | Description | Admin | Program | Total |
|--------|-----------------------|-------|---------|-------|
| 1201 | Retirement | \$ - | \$ - | \$ - |
| 1202 | Worker's Compensation | - | - | - |
| 1203 | Health Insurance | - | - | - |
| 1204 | Other (specify) | - | - | - |
| 1205 | Other (specify) | - | - | - |

| 1206 | Other (specify) | - | - | - |
|---|-----------------|--------------|----------------|--------------|
| Direct Employee Benefits Subtotal: | | \$ - | \$ - | \$ - |
| Direct Payroll Taxes & Expenses: | | | | |
| Acct # | Description | Admin | Program | Total |
| 1301 | OASDI | \$ - | \$ - | \$ - |
| 1302 | FICA/MEDICARE | - | - | - |
| 1303 | SUI | - | - | - |
| 1304 | Other (specify) | - | - | - |
| 1305 | Other (specify) | - | - | - |
| 1306 | Other (specify) | - | - | - |
| Direct Payroll Taxes & Expenses Subtotal: | | \$ - | \$ - | \$ - |
| DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL: | | Admin | Program | Total |
| | | \$ - | \$ - | \$ - |

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

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

| 3000: DIRECT OPERATING EXPENSES | | |
|---|--------------------------------------|-------------------|
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 4,320 |
| 3002 | Printing/Postage | - |
| 3003 | Office, Household & Program Supplies | 1,500 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 10,800 |
| 3006 | Staff Mileage | - |
| 3007 | Subscriptions & Memberships | - |
| 3008 | Vehicle Maintenance | 90,000 |
| 3009 | Other (specify) | - |
| 3010 | Other (specify) | - |
| 3011 | Other (specify) | - |
| 3012 | Other (specify) | - |
| DIRECT OPERATING EXPENSES TOTAL: | | \$ 106,620 |

| |
|--|
| 4000: DIRECT FACILITIES & EQUIPMENT |
|--|

| Acct # | Line Item Description | Amount |
|---|-----------------------|-------------------|
| 4001 | Building Maintenance | \$ - |
| 4002 | Rent/Lease Building | - |
| 4003 | Rent/Lease Equipment | - |
| 4004 | Rent/Lease Vehicles | 112,295 |
| 4005 | Security | - |
| 4006 | Utilities | - |
| 4007 | Other (specify) | - |
| 4008 | Other (specify) | - |
| 4009 | Other (specify) | - |
| 4010 | Other (specify) | - |
| DIRECT FACILITIES/EQUIPMENT TOTAL: | | \$ 112,295 |

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

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

| | |
|---------------------------|--------------|
| INDIRECT COST RATE | 0.00% |
|---------------------------|--------------|

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

| | | |
|------------------------------------|-----------------|-------------|
| 7008 | Other (specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ - |

| | | |
|-------------------------------|--|-------------------|
| TOTAL PROGRAM EXPENSES | | \$ 218,915 |
|-------------------------------|--|-------------------|

PROGRAM FUNDING SOURCES

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

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

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

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|---|--|-------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | | \$ - |
| 8302 | PEI - Prevention & Early Intervention | | 218,915 |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 218,915 |

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

| | | |
|---------------------------------------|--|-------------------|
| TOTAL PROGRAM FUNDING SOURCES: | | \$ 218,915 |
|---------------------------------------|--|-------------------|

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

**Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2022-23**

PARTIAL FTE DETAIL

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

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

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

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

| Position | Contract #/Name/Department/County | FTE % |
|----------|-----------------------------------|-------|
| | | |
| | | |
| | | |

| | | |
|--|--------------|--------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total | <u>0.00</u> |

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

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

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

| Position | Contract #/Name/Department/County | FTE % |
|----------|-----------------------------------|-------|
| | | |
| | | |
| | | |
| | | |

| | | |
|--------------|--|--------------------|
| | | |
| Total | | <u>0.00</u> |

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

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

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

Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2022-23 Budget Narrative

| PROGRAM EXPENSE | | | |
|---|---------------------------------|-----|---|
| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
| 1000: DIRECT SALARIES & BENEFITS | | - | |
| Administrative Positions | | | |
| 1101 | 0 | - | |
| 1102 | 0 | - | |
| 1103 | 0 | - | |
| 1104 | 0 | - | |
| 1105 | 0 | - | |
| 1106 | 0 | - | |
| 1107 | 0 | - | |
| 1108 | 0 | - | |
| 1109 | 0 | - | |
| 1110 | 0 | - | |
| 1111 | 0 | - | |
| 1112 | 0 | - | |
| 1113 | 0 | - | |
| 1114 | 0 | - | |
| 1115 | 0 | - | |
| Program Positions | | | |
| 1116 | 0 | - | |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |
| 1121 | 0 | - | |
| 1122 | 0 | - | |
| 1123 | 0 | - | |
| 1124 | 0 | - | |
| 1125 | 0 | - | |
| 1126 | 0 | - | |
| 1127 | 0 | - | |
| 1128 | 0 | - | |
| 1129 | 0 | - | |
| 1130 | 0 | - | |
| 1131 | 0 | - | |
| 1132 | 0 | - | |
| 1133 | 0 | - | |
| 1134 | 0 | - | |
| Direct Employee Benefits | | | |
| 1201 | Retirement | - | |
| 1202 | Worker's Compensation | - | |
| 1203 | Health Insurance | - | |
| 1204 | Other (specify) | - | |
| 1205 | Other (specify) | - | |
| 1206 | Other (specify) | - | |
| Direct Payroll Taxes & Expenses: | | | |
| 1301 | OASDI | - | |
| 1302 | FICA/MEDICARE | - | |
| 1303 | SUI | - | |
| 1304 | Other (specify) | - | |
| 1305 | Other (specify) | - | |
| 1306 | Other (specify) | - | |
| 2000: DIRECT CLIENT SUPPORT | | | |
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | - | |
| 2003 | Client Transportation & Support | - | |
| 2004 | Clothing, Food, & Hygiene | - | |
| 2005 | Education Support | - | |
| 2006 | Employment Support | - | |
| 2007 | Household Items for Clients | - | |
| 2008 | Medication Supports | - | |
| 2009 | Program Supplies - Medical | - | |
| 2010 | Utility Vouchers | - | |
| 2011 | Other (specify) | - | |
| 2012 | Other (specify) | - | |
| 2013 | Other (specify) | - | |
| 2014 | Other (specify) | - | |
| 2015 | Other (specify) | - | |

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

| 3000: DIRECT OPERATING EXPENSES | | 106,620 | |
|---------------------------------|--------------------------------------|---------|---|
| 3001 | Telecommunications | 4,320 | Includes monthly cell phone service for the FPD CIT Sergeant and Officers. |
| 3002 | Printing/Postage | - | |
| 3003 | Office, Household & Program Supplies | 1,500 | Includes office supplies such as printer toner/ink, paper, writing utensils. Office equipment purchases are not included. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 10,800 | Includes CIT-specific training for the FPD CIT officers. |
| 3006 | Staff Mileage | - | |
| 3007 | Subscriptions & Memberships | - | |
| 3008 | Vehicle Maintenance | 90,000 | Includes regular vehicle maintenance costs to keep the vehicles in good working condition, fuel and car washes. |
| 3009 | Other (specify) | - | |
| 3010 | Other (specify) | - | |
| 3011 | Other (specify) | - | |
| 3012 | Other (specify) | - | |

| 4000: DIRECT FACILITIES & EQUIPMENT | | 112,295 | |
|-------------------------------------|----------------------|---------|---|
| 4001 | Building Maintenance | - | |
| 4002 | Rent/Lease Building | - | |
| 4003 | Rent/Lease Equipment | - | |
| 4004 | Rent/Lease Vehicles | 112,295 | Includes the cost of DBH-related use of the FPD CIT officers' vehicles for the CIT program. |
| 4005 | Security | - | |
| 4006 | Utilities | - | |
| 4007 | Other (specify) | - | |
| 4008 | Other (specify) | - | |
| 4009 | Other (specify) | - | |
| 4010 | Other (specify) | - | |

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

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

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

| PROGRAM FUNDING SOURCES | | | |
|---|-----------|--|--|
| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | |
| ACCT # | LINE ITEM | PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP | |

| PROGRAM EXPENSE | | | |
|-----------------|------------------------|-----|---|
| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
| 8001 | Mental Health Services | | |
| 8002 | Case Management | | |
| 8003 | Crisis Services | | |
| 8004 | Medication Support | | |
| 8005 | Collateral | | |
| 8006 | Plan Development | | |
| 8007 | Assessment | | |
| 8008 | Rehabilitation | | |
| 8009 | Other (Specify) | | |
| 8010 | Other (Specify) | | |

| | |
|---|----------------|
| TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: | 218,915 |
| TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: | 218,915 |
| BUDGET CHECK: | - |

Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

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

| | | | | |
|---|--------------------|--------------|----------------|--------------|
| 1205 | Other (specify) | - | - | - |
| 1206 | Other (specify) | - | - | - |
| Direct Employee Benefits Subtotal: | | \$ - | \$ - | \$ - |
| Direct Payroll Taxes & Expenses: | | | | |
| Acct # | Description | Admin | Program | Total |
| 1301 | OASDI | \$ - | \$ - | \$ - |
| 1302 | FICA/MEDICARE | - | - | - |
| 1303 | SUI | - | - | - |
| 1304 | Other (specify) | - | - | - |
| 1305 | Other (specify) | - | - | - |
| 1306 | Other (specify) | - | - | - |
| Direct Payroll Taxes & Expenses Subtotal: | | \$ - | \$ - | \$ - |
| DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL: | | Admin | Program | Total |
| | | \$ - | \$ - | \$ - |

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

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

| | | |
|---|--------------------------------------|-------------------|
| 3000: DIRECT OPERATING EXPENSES | | |
| Acct # | Line Item Description | Amount |
| 3001 | Telecommunications | \$ 4,320 |
| 3002 | Printing/Postage | - |
| 3003 | Office, Household & Program Supplies | 1,500 |
| 3004 | Advertising | - |
| 3005 | Staff Development & Training | 10,800 |
| 3006 | Staff Mileage | - |
| 3007 | Subscriptions & Memberships | - |
| 3008 | Vehicle Maintenance | 90,000 |
| 3009 | Other (specify) | - |
| 3010 | Other (specify) | - |
| 3011 | Other (specify) | - |
| 3012 | Other (specify) | - |
| DIRECT OPERATING EXPENSES TOTAL: | | \$ 106,620 |

| 4000: DIRECT FACILITIES & EQUIPMENT | | |
|---|-----------------------|-------------------|
| Acct # | Line Item Description | Amount |
| 4001 | Building Maintenance | \$ - |
| 4002 | Rent/Lease Building | - |
| 4003 | Rent/Lease Equipment | - |
| 4004 | Rent/Lease Vehicles | 112,295 |
| 4005 | Security | - |
| 4006 | Utilities | - |
| 4007 | Other (specify) | - |
| 4008 | Other (specify) | - |
| 4009 | Other (specify) | - |
| 4010 | Other (specify) | - |
| DIRECT FACILITIES/EQUIPMENT TOTAL: | | \$ 112,295 |

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

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

| | |
|---------------------------|--------------|
| INDIRECT COST RATE | 0.00% |
|---------------------------|--------------|

| 7000: DIRECT FIXED ASSETS | | |
|---------------------------|--|--------|
| Acct # | Line Item Description | Amount |
| 7001 | Computer Equipment & Software | \$ - |
| 7002 | Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data | - |
| 7003 | Furniture & Fixtures | - |
| 7004 | Leasehold/Tenant/Building Improvements | - |

| | | |
|------------------------------------|--|-------------|
| 7005 | Other Assets over \$500 with Lifespan of 2 Years + | - |
| 7006 | Assets over \$5,000/unit (Specify) | - |
| 7007 | Other (specify) | - |
| 7008 | Other (specify) | - |
| FIXED ASSETS EXPENSES TOTAL | | \$ - |

| | |
|-------------------------------|-------------------|
| TOTAL PROGRAM EXPENSES | \$ 218,915 |
|-------------------------------|-------------------|

PROGRAM FUNDING SOURCES

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

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

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

| 8300 - MENTAL HEALTH SERVICE ACT (MHSA) | | | |
|--|--|-------------------|-------------------|
| Acct # | MHSA Component | MHSA Program Name | Amount |
| 8301 | CSS - Community Services & Supports | | \$ - |
| 8302 | PEI - Prevention & Early Intervention | | 218,915 |
| 8303 | INN - Innovations | | - |
| 8304 | WET - Workforce Education & Training | | - |
| 8305 | CFTN - Capital Facilities & Technology | | - |
| MHSA TOTAL | | | \$ 218,915 |

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

| | | |
|--------------------------------|---------------------|------------|
| | OTHER REVENUE TOTAL | \$ - |
| TOTAL PROGRAM FUNDING SOURCES: | | \$ 218,915 |
| NET PROGRAM COST: | | \$ - |

**Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2023-24**

PARTIAL FTE DETAIL

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

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

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

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

| Position | Contract #/Name/Department/County | FTE % |
|----------|-----------------------------------|-------|
| | | |
| | | |
| | | |

| | | |
|--------------|--|--------------------|
| | | |
| Total | | <u>0.00</u> |

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

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

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

Metro Crisis Intervention Team (CIT) Services
City of Fresno Police Department
Fiscal Year (FY) 2023-24 Budget Narrative

| PROGRAM EXPENSE | | | |
|---|---------------------------------|------------|--|
| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
| 1000: DIRECT SALARIES & BENEFITS | | - | |
| Administrative Positions | | | |
| 1101 | 0 | - | |
| 1102 | 0 | - | |
| 1103 | 0 | - | |
| 1104 | 0 | - | |
| 1105 | 0 | - | |
| 1106 | 0 | - | |
| 1107 | 0 | - | |
| 1108 | 0 | - | |
| 1109 | 0 | - | |
| 1110 | 0 | - | |
| 1111 | 0 | - | |
| 1112 | 0 | - | |
| 1113 | 0 | - | |
| 1114 | 0 | - | |
| 1115 | 0 | - | |
| Program Positions | | | |
| 1116 | 0 | - | |
| 1117 | 0 | - | |
| 1118 | 0 | - | |
| 1119 | 0 | - | |
| 1120 | 0 | - | |
| 1121 | 0 | - | |
| 1122 | 0 | - | |
| 1123 | 0 | - | |
| 1124 | 0 | - | |
| 1125 | 0 | - | |
| 1126 | 0 | - | |
| 1127 | 0 | - | |
| 1128 | 0 | - | |
| 1129 | 0 | - | |
| 1130 | 0 | - | |
| 1131 | 0 | - | |
| 1132 | 0 | - | |
| 1133 | 0 | - | |
| 1134 | 0 | - | |
| Direct Employee Benefits | | | |
| 1201 | Retirement | - | |
| 1202 | Worker's Compensation | - | |
| 1203 | Health Insurance | - | |
| 1204 | Other (specify) | - | |
| 1205 | Other (specify) | - | |
| 1206 | Other (specify) | - | |
| Direct Payroll Taxes & Expenses: | | | |
| 1301 | OASDI | - | |
| 1302 | FICA/MEDICARE | - | |
| 1303 | SUI | - | |
| 1304 | Other (specify) | - | |
| 1305 | Other (specify) | - | |
| 1306 | Other (specify) | - | |
| 2000: DIRECT CLIENT SUPPORT | | | |
| 2001 | Child Care | - | |
| 2002 | Client Housing Support | - | |
| 2003 | Client Transportation & Support | - | |
| 2004 | Clothing, Food, & Hygiene | - | |
| 2005 | Education Support | - | |
| 2006 | Employment Support | - | |
| 2007 | Household Items for Clients | - | |
| 2008 | Medication Supports | - | |
| 2009 | Program Supplies - Medical | - | |
| 2010 | Utility Vouchers | - | |
| 2011 | Other (specify) | - | |
| 2012 | Other (specify) | - | |
| 2013 | Other (specify) | - | |
| 2014 | Other (specify) | - | |
| 2015 | Other (specify) | - | |

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

| 3000: DIRECT OPERATING EXPENSES | | 106,620 | |
|---------------------------------|--------------------------------------|---------|---|
| 3001 | Telecommunications | 4,320 | Includes monthly cell phone service for the FPD CIT Sergeant and Officers. |
| 3002 | Printing/Postage | - | |
| 3003 | Office, Household & Program Supplies | 1,500 | Includes office supplies such as printer toner/ink, paper, writing utensils. Office equipment purchases are not included. |
| 3004 | Advertising | - | |
| 3005 | Staff Development & Training | 10,800 | Includes CIT-specific training for the FPD CIT officers. |
| 3006 | Staff Mileage | - | |
| 3007 | Subscriptions & Memberships | - | |
| 3008 | Vehicle Maintenance | 90,000 | Includes regular vehicle maintenance costs to keep the vehicles in good working condition, fuel and car washes. |
| 3009 | Other (specify) | - | |
| 3010 | Other (specify) | - | |
| 3011 | Other (specify) | - | |
| 3012 | Other (specify) | - | |

| 4000: DIRECT FACILITIES & EQUIPMENT | | 112,295 | |
|-------------------------------------|----------------------|---------|---|
| 4001 | Building Maintenance | - | |
| 4002 | Rent/Lease Building | - | |
| 4003 | Rent/Lease Equipment | - | |
| 4004 | Rent/Lease Vehicles | 112,295 | Includes the cost of DBH-related use of the FPD CIT officers' vehicles for the CIT program. |
| 4005 | Security | - | |
| 4006 | Utilities | - | |
| 4007 | Other (specify) | - | |
| 4008 | Other (specify) | - | |
| 4009 | Other (specify) | - | |
| 4010 | Other (specify) | - | |

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

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

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

| PROGRAM FUNDING SOURCES | | | |
|---|-----------|--|--|
| 8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION) | | | |
| ACCT # | LINE ITEM | PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP | |

| PROGRAM EXPENSE | | | |
|-----------------|------------------------|-----|---|
| ACCT # | LINE ITEM | AMT | DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE |
| 8001 | Mental Health Services | | |
| 8002 | Case Management | | |
| 8003 | Crisis Services | | |
| 8004 | Medication Support | | |
| 8005 | Collateral | | |
| 8006 | Plan Development | | |
| 8007 | Assessment | | |
| 8008 | Rehabilitation | | |
| 8009 | Other (Specify) | | |
| 8010 | Other (Specify) | | |

| | |
|---|----------------|
| TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: | 218,915 |
| TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: | 218,915 |
| BUDGET CHECK: | - |

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

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

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

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

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

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

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

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

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

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

9. Safeguards

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

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

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

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

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

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

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

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

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

10. Mitigation of Harmful Effects

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

11. The Contractor's Subcontractors

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

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

12. Employee Training and Discipline

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

13. Termination for Cause

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

- A. Provide an opportunity for the Contractor to cure the breach or end the violation, and the County may terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County; or
- B. Immediately terminate this Agreement if the Contractor has breached a material term of this Exhibit C and cure is not possible, as determined by the County.
- C. If neither cure nor termination is feasible, the County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

14. Judicial or Administrative Proceedings

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

15. Effect of Termination

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

16. Compliance with Other Laws

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

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

17. Disclaimer

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

18. Amendment

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

19. No Third-Party Beneficiaries

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

Exhibit C
Health Insurance Portability and Accountability Act (HIPAA)

20. Interpretation

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

21. Regulatory References

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

22. Survival

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

23. No Waiver of Obligation

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

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

| | | | |
|--|--|--------------|--|
| (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: | |