

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated July 9, 2024 and is between Hinds Hospice, a California non-profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County, through its DBH, is a Mental Health Plan (MHP) as defined in Title 9 of the California Code of Regulations, section 1810.226.

B. County's DBH is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma.

C. County's DBH through its Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) component, and through input from the Fresno County Suicide Prevention Collaborative and community stakeholder process, recognizes the need of a qualified agency to operate a Local Outreach to Suicide Survivors (LOSS) Team in Fresno County to help provide immediate assistance to suicide survivors to help them cope with the trauma of their loss, provide follow-up contact with the survivors, and coordinate the utilization of services and support groups within the community.

D. The Contractor is uniquely qualified, willing and able to provide services required by the County, pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

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

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and

1 confidentiality laws and regulations.

2 Contractor shall provide services in conformance with all applicable State and Federal
3 statutes, regulations and subregulatory guidance, as from time to time amended, including but
4 not limited to:

5 (A) California Code of Regulations, Title 9;

6 (B) California Code of Regulations, Title 22;

7 (C) California Welfare and Institutions Code, Division 5;

8 (D) United States Code of Federal Regulations, Title 42, including but not limited to
9 Parts 438 and 455;

10 (E) United States Code of Federal Regulations, Title 45;

11 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;

12 (G) Balanced Budget Act of 1997;

13 (H) Health Insurance Portability and Accountability Act (HIPAA); and

14 (I) Applicable Medi-Cal laws and regulations, including applicable sub-regulatory
15 guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and
16 Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of
17 County's, state or federal contracts governing services for persons served.

18 In the event any law, regulation, or guidance referred to in this section 1.3 is amended
19 during the term of this Agreement, the parties agree to comply with the amended authority as of
20 the effective date of such amendment without amending this Agreement.

21 Contractor recognizes that County operates its mental health programs under an
22 agreement with DHCS, and that under said agreement the State imposes certain requirements
23 on County and its subcontractors. Contractor shall adhere to all State requirements, including
24 those identified in Exhibit B, "Behavioral Health Requirements", attached hereto and by this
25 reference incorporated herein and made part of this Agreement.

26 1.4 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
27 consisting of staff from County's DBH to discuss service requirements, data reporting, training,
28 policies and procedures, overall program operations and any problems or foreseeable problems

that may arise. Contractor shall also participate in other County meetings, such as but not limited to quality improvement meetings, provider meetings, Behavioral Health Board meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the needs of the County.

1.5 **Organizational Provider.** Contractor shall maintain requirements as a Mental Health Plan (MHP) organizational provider throughout the term of this Agreement, as described in Article 16 of this Agreement. If for any reason, this status is not maintained, County may terminate this Agreement pursuant to Article 7 of this Agreement.

1.6 **Staffing.** Contractor agrees that prior to providing services under the terms and conditions of this Agreement, Contractor shall have staff hired and in place for program services and operations or County may, in addition to other remedies it may have, suspend referrals or terminate this Agreement, in accordance with Article 7 of this Agreement.

1.7 **Criminal Background Check.** Contractor shall ensure that all providers and/or subcontracted providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

1.8 **Guiding Principles.** Contractor shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit C, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of this Agreement.

1.9 **Timely Access.** It is the expectation of the County that Contractor provide timely access to services that meet the State of California standards for care. Contractor shall track timeliness of services to persons served and provide a monthly report showing the monitoring or tracking tool that captures this data. County and Contractor shall meet to go over this monitoring tool, as needed but at least on a monthly basis. County shall take corrective action if there is a failure to comply by Contractor with timely access standards. Contractor shall also provide tracking tools and measurements for effectiveness, efficiency, and persons served satisfaction

as further detailed in Exhibit A.

1.10 **Access to Records.** Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized Federal and State agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

1.11 **Quality Improvement Activities and Participation.** Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to State and Federal requirements and responsibilities, to improve health outcomes and individuals' satisfaction with services over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, individual and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and person served grievances. Contractor shall measure, monitor, and annually report to the County on its performance.

1.12 **Rights of Persons Served.** Contractor shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

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Article 2

Reporting

2.1 **Reports.** The Contractor shall submit the following reports:

(A) Outcome Reports

Contractor shall submit to County clinical program performance outcome reports, as requested.

Outcome reports and outcome requirements are subject to change at County's discretion. Contractor shall provide outcomes as stated in Exhibit A and D.

(B) Staffing Report

Contractor shall submit monthly staffing reports due by the 10th of each month that identify all direct service and support staff by first and last name, applicable licensure/certifications, and full-time hours worked to be used as a tracking tool to determine if Contractor's program is staffed according to the requirements of this Agreement.

(C) Mental Health Services Act (MHSA) Reporting

Contractor shall adhere to MHSA reporting including but not limited to fiscal, outcomes, and demographics as described in Exhibit A.

(D) Additional Reports

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

2.2 **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the California Department of Health Care Services (DHCS), or their designees, the right to review and monitor records, programs, or procedures, at any time, in regard to persons served, as well as the overall operation of Contractor's programs, in order to ensure compliance with the terms

and conditions of this Agreement.

Article 3

County's Responsibilities

3.1 The County shall provide oversight and collaborate with Contractor, other County Departments and community agencies to help achieve program goals and outcomes. In addition to contractor monitoring of program, oversight includes, but not limited to, coordination with Department of Health Care Services (DHCS) in regard to program administration and outcomes.

County shall receive and analyze statistical outcome data from Contractor throughout the term of contract on a monthly basis. County shall notify the Contractor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, persons served and staff surveys, chart reviews, and other methods of obtaining required information.

Article 4

Compensation, Invoices, and Payments

4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit E to this Agreement, titled "Compensation."

4.2 **MHSA Prevention and Early Intervention (PEI) Services Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement for the period effective upon execution through June 30, 2025 for MHSA PEI Services is Two Hundred Fifty-Seven Thousand, Eight Hundred Ninety-One and No/100 Dollars (\$257,891).

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2025 through June 30, 2026 for MHSA PEI Services is Two Hundred Sixty-Six Thousand, Five Hundred Twenty-Three and No/100 Dollars (\$266,523).

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2026 through June 30, 2027 for MHSA PEI Services is Two Hundred Seventy-Five Thousand, Five Hundred Seventy-Two and No/100 Dollars (\$275,572).

The maximum compensation payable to the Contractor under this Agreement for the

period of July 1, 2027 through June 30, 2028 for MHSA PEI Services is Two Hundred Eighty-Four Thousand, Nine Hundred Ninety-Three and No/100 Dollars (\$284,993).

The maximum compensation payable to the Contractor under this Agreement for the period of July 1, 2028 through June 30, 2029 for MHSA PEI Services is Two Hundred Ninety-Three Thousand, Four Hundred Fourteen and No/100 Dollars (\$293,414).

4.3 Total Maximum Compensation. In no event shall the maximum contract amount for all the services provided by the Contractor to County under the terms and conditions of this Agreement be in excess of One Million, Three Hundred Seventy-Eight Thousand, Three Hundred Ninety-Three and No/100 Dollars (\$1,378,393) during the entire term of this Agreement.

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

The Contractor will be compensated for performance of its services under this Agreement as provided in this Article. The Contractor is not entitled to any compensation except as expressly provided in this Agreement.

4.4 Invoices. The Contractor shall submit monthly invoices, in arrears by the fifteenth (15th) day of each month, in the format directed by the County. The Contractor shall submit invoices electronically to: 1) dbhinvoicereview@fresnocountyca.gov, and 2) dbh-invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst. At the discretion of County's DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's DBH Director, or designee, shall have the right to withhold payment as to only the portion of the invoice that is incorrect or improper after five (5) days prior notice to Contractor. Contractor

1 agrees to continue to provide services for a period of ninety (90) days after notification of an
2 incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected
3 to County satisfaction, County's DBH Director, or designee, may elect to terminate this
4 Agreement, pursuant to the termination provisions stated in Article 7 of this Agreement.

5 **Cost Reimbursement Based Invoices.** Invoices for cost reimbursement services shall
6 be based on actual expenses incurred in the month of service. Contractor shall submit monthly
7 invoices and general ledgers to County that itemize the line item charges for monthly program
8 costs. The invoices and general ledgers will serve as tracking tools to determine if Contractor's
9 costs are in accordance with its budgeted cost. Failure to submit reports and other supporting
10 documentation shall be deemed sufficient cause for County to withhold payments until there is
11 compliance.

12 Contractor must report all revenue collected from a third-party, client-pay or private-pay
13 in each monthly invoice. In addition, Contractor shall submit monthly invoices for reimbursement
14 that equal the amount due less any revenue collected and/or unallowable cost such as lobbying
15 or political donations from the monthly invoice reimbursements.

16 Travel shall be reimbursed based on actual expenditures and reimbursement shall be at
17 Contractor's adopted rate, not to exceed the Federal Internal Revenue Services (IRS) published
18 rate.

19 4.5 **Payment.** Payments shall be made by County to Contractor in arrears, for services
20 provided during the preceding month, within forty-five (45) days after the date of receipt,
21 verification, and approval by County. All final invoices and/or any final budget modification
22 requests shall be submitted by Contractor within sixty (60) days following the final month of
23 service for which payment is claimed. No action shall be taken by County on claims submitted
24 beyond the sixty (60) day closeout period. Any compensation which is not expended by
25 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to
26 County.

27 4.6 **Cost Reimbursement Payments.** Payment shall be made upon certification or other
28 proof satisfactory to County that services have actually been performed by Contractor as

1 specified in this Agreement and/or after receipt and verification of actual expenditures incurred
2 by Contractor for monthly program costs, as identified in the budget narratives and budgets
3 identified in Exhibit E, in the performance of this Agreement. County shall not be obligated to
4 make any payments under this Agreement if the request for payment is received by County
5 more than sixty (60) days after this Agreement has terminated or expired.

6 **4.7 Recoupments and Audits.** County shall recapture from Contractor the value of any
7 services or other expenditures determined to be ineligible based on the County or State
8 monitoring results. The County reserves the right to enter into a repayment agreement with
9 Contractor, with total monthly payments not to exceed twelve (12) months from the date of the
10 repayment agreement, to recover the amount of funds to be recouped. The County has the
11 discretion to extend the repayment plan up to a total of twenty-four (24) months from the date of
12 the repayment agreement. The repayment agreement may be made with the signed written
13 approval of County's DBH Director, or designee, and respective Contractor through a
14 repayment agreement. The monthly repayment amounts may be netted against the Contractor's
15 monthly billing for services rendered during the month, or the County may, in its sole discretion,
16 forego a repayment agreement and recoup all funds immediately. This remedy is not exclusive,
17 and County may seek recoupment from any other means, including, but not limited to, a separate
18 contract or agreement with Contractor.

19 Contractor shall be held financially liable for any and all future disallowances/audit
20 exceptions due to Contractor's deficiency discovered through the State audit process and
21 County utilization review for services provided during the course of this Agreement. At County's
22 election, the disallowed amount will be remitted within forty-five (45) days to County upon
23 notification or shall be withheld from subsequent payments to Contractor. Contractor shall not
24 receive reimbursement for any units of services rendered that are disallowed or denied by the
25 Fresno County Mental Health Plan (Mental Health Plan) utilization review process or through
26 the State of California DHCS audit and review process, cost report audit settlement if applicable,
27 for Medi-Cal eligible beneficiaries.

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1 4.8 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
2 expenses that are not specified as payable by the County under this Agreement. If Contractor
3 fails to comply with any provision of this Agreement, County shall be relieved of its obligation for
4 further compensation.

5 4.9 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
6 limitations, and/or conditions imposed by County or state or federal funding sources that may in
7 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
8 contingent upon sufficient funds being made available by County, state, or federal funding
9 sources for the term of the Agreement. If the federal or state governments reduce financial
10 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss
11 renegotiating the services required by this Agreement.

12 Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll
13 over and is not available for services provided in subsequent years.

14 In the event that funding for these services is delayed by the State Controller, County
15 may defer payments to Contractor. The amount of the deferred payment shall not exceed the
16 amount of funding delayed by the State Controller to the County. The period of time of the
17 deferral by County shall not exceed the period of time of the State Controller's delay of payment
18 to County plus forty-five (45) days.

19 4.10 **Additional Financial Requirements.** County has the right to monitor the
20 performance of this Agreement to ensure the accuracy of claims for reimbursement and
21 compliance with all applicable laws and regulations.

22 Contractor must comply with the False Claims Act employee training and policy
23 requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States
24 Department of Health and Human Services may specify.

25 Contractor agrees that no part of any federal funds provided under this Agreement shall
26 be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the
27 Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from
28 time to time amended.

1 Federal Financial Participation is not available for any amount furnished to an Excluded
2 individual or entity, or at the direction of a physician during the period of exclusion when the
3 person providing the service knew or had reason to know of the exclusion, or to an individual or
4 entity when the County failed to suspend payments during an investigation of a credible
5 allegation of fraud [42 U.S.C. section 1396b(i)(2)].

6 Contractor must maintain financial records for a minimum period of ten (10) years or until
7 any dispute, audit or inspection is resolved, whichever is later. Contractor will be responsible for
8 any disallowances related to inadequate documentation.

9 **4.11 Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
10 not redirect or transfer funds from one funded program to another funded program under which
11 Contractor provides services pursuant to this Agreement except through a duly executed
12 amendment to this Agreement.

13 Contractor may not charge services delivered to an eligible person served under one
14 funded program to another funded program unless the person served is also eligible for services
15 under the second funded program.

16 **4.12 Financial Audit Report Requirements for Pass-Through Entities.** If County
17 determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined
18 in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost
19 principles and administrative requirements including claims for payment or reimbursement by
20 County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor
21 shall observe and comply with all applicable financial audit report requirements and standards.

22 Financial audit reports must contain a separate schedule that identifies all funds included
23 in the audit that are received from or passed through the County. County programs must be
24 identified by Agreement number, Agreement amount, Agreement period, and the amount
25 expended during the fiscal year by funding source.

26 Contractor will provide a financial audit report including all attachments to the report and
27 the management letter and corresponding response within six months of the end of the audit
28 year to the County’s DBH Director or designee. The County’s Director or designee is

1 responsible for providing the audit report to the County Auditor.

2 Contractor must submit any required corrective action plan to the County simultaneously
3 with the audit report or as soon thereafter as it is available. The County shall monitor
4 implementation of the corrective action plan as it pertains to services provided pursuant to this
5 Agreement.

6 **Article 5**

7 **Term of Agreement**

8 5.1 **Term.** This Agreement is effective upon execution, and terminates on June 30, 2026
9 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
10 below.

11 5.2 **Extension.** The term of this Agreement may be extended for no more than three (3)
12 one-year period only upon written approval of both parties at least 30 days before the first day of
13 the one-year extension period. The County's DBH Director or designee is authorized to sign the
14 written approval on behalf of the County based on the Contractor's satisfactory performance.
15 The extension of this Agreement by the County is not a waiver or compromise of any default or
16 breach of this Agreement by the Contractor existing at the time of the extension whether or not
17 known to the County.

18 **Article 6**

19 **Notices**

20 6.1 **Contact Information.** The persons and their addresses having authority to give and
21 receive notices provided for or permitted under this Agreement include the following:

22 **For the County:**

23 Director
24 County of Fresno
25 1925 E. Dakota Avenue
26 Fresno, CA 93726

27 **For the Contractor:**

28 Chief Financial Officer
Hinds Hospice
2490 W. Shaw Ave
Fresno, CA 93711

1 6.2 **Change of Contact Information.** Either party may change the information in section
2 6.1 by giving notice as provided in section 6.3.

3 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
4 for or permitted under this Agreement must be in writing, state that it is a notice provided under
5 this Agreement, and be delivered either by personal service, by first-class United States mail, by
6 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
7 Document Format (PDF) document attached to an email.

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

9 (B) A notice delivered by first-class United States mail is effective three (3) County
10 business days after deposit in the United States mail, postage prepaid, addressed to the
11 recipient.

12 (C) A notice delivered by an overnight commercial courier service is effective one (1)
13 County business day after deposit with the overnight commercial courier service,
14 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
15 the recipient.

16 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
17 nothing in this Agreement establishes, waives, or modifies any claims presentation
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
19 of Title 1 of the Government Code, beginning with section 810).

20 6.5 **Notification of Changes.** Contractor shall notify County in writing of any change in
21 organizational name, Head of Service or principal business at least fifteen (15) business days in
22 advance of the change. Contractor shall notify County of a change of service location at least
23 six (6) months in advance to allow County sufficient time to comply with site certification
24 requirements. Said notice shall become part of this Agreement upon acknowledgment in writing
25 by the County, and no further amendment of the Agreement shall be necessary provided that
26 such change of address does not conflict with any other provisions of this Agreement.

27 Contractor must immediately notify County of a change in ownership, organizational
28 status, licensure, or ability of Contractor to provide the quantity or quality of the contracted

services in a and in no event more than 15 days of the change.

Article 7

Termination and Suspension

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

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

(B) Terminate this Agreement.

7.2 Termination for Breach.

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

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

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

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

7.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least thirty (30) days advance written notice to the Contractor.

7.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 7 is without penalty to or further obligation of the County.

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7.5 County's Rights upon Termination. Upon termination for breach under this Article 7, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

In the event this Agreement is terminated, Contractor shall be entitled to compensation for all Specialty Mental Health Services (SMHS) satisfactorily provided pursuant to the terms and conditions of this Agreement through and including the effective date of termination. This provision shall not limit or reduce any damages owed to the County due to a breach of this Agreement by Contractor.

Article 8

Independent Contractor

8.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

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

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

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

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1 8.5 **Operating Costs.** Contractor shall provide all personnel, supplies, and operating
2 expenses of any kind required for the performance of this Agreement.

3 8.6 **Additional Responsibilities.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor will be performing hiring, training, and credentialing of staff, and
5 County will be performing additional staff credentialing to ensure compliance with State and
6 Federal regulations.

7 8.7 **Subcontracts.** Contractor shall obtain written approval from County's Department of
8 Behavioral Health Director, or designee before subcontracting any of the services delivered
9 under this Agreement. County's Department of Behavioral Health Director, or designee retains
10 the right to approve or reject any request for subcontracting services. Any transferee, assignee,
11 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable
12 State and Federal regulations. Contractor shall be held primarily responsible by County for the
13 performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to
14 in writing by County's Department of Behavioral Health Director, or designee. The use of
15 subcontractors by Contractor shall not entitle Contractor to any additional compensation that is
16 provided for under this Agreement.

17 Contractor shall remain legally responsible for the performance of all terms and
18 conditions of this Agreement, including, without limitation, all services provided by third parties
19 under subcontracts, whether approved by the County or not.

20 **Article 9**

21 **Indemnity and Defense**

22 9.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
23 County (including its officers, agents, employees, and volunteers) against all claims, demands,
24 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
25 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
26 the performance or failure to perform by the Contractor (or any of its officers, agents,
27 subcontractors, or employees) under this Agreement. The County may conduct or participate in
28 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or

defend the County.

9.2 **Survival.** This Article 10 survives the termination of this Agreement.

Article 10

Insurance

10.1 The Contractor shall comply with all the insurance requirements in Exhibit F to this Agreement.

Article 11

Assurances

11.1 **Certification of Non-exclusion or Suspension from Participation in a Federal Health Care Program.**

(A) In entering into this Agreement, Contractor certifies that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of this Agreement.

(B) In entering into this Agreement, Contractor certifies, that the Contractor does not employ or subcontract with providers or have other relationships with providers excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly exclusion and suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US Department of Health and Human Services (DHHS):

(1) www.oig.hhs.gov/exclusions - Office of Inspector General's List of Excluded Individuals/Entities (LEIE) Federal Exclusions

(2) www.sam.gov/content/exclusions - General Service Administration (GSA) Exclusions Extract
www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

(3) <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)

(4) any other database required by DHCS or US DHHS.

1 (C) In entering into this Agreement, Contractor certifies, that Contractor does not
2 employ staff or individual contractors/vendors that are on the Social Security
3 Administration's Death Master File. Contractor shall check the database prior to
4 employing staff or individual contractors/vendors and provide evidence of these
5 completed searches when requested by the County, DHCS or the US DHHS.

6 (D) Contractor is required to notify County immediately if Contractor becomes aware
7 of any information that may indicate their (including employees/staff and individual
8 contractors/vendors) potential placement on an exclusions list.

9 (E) Contractor shall screen and periodically revalidate all network providers in
10 accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

11 (F) Contractor must confirm the identity and determine the exclusion status of all its
12 providers, as well as any person with an ownership or control interest, or who is an
13 agent or managing employee of the contracted agency through routine checks of federal
14 and state databases. This includes the Social Security Administration's Death Master
15 File, NPPEs, the Office of Inspector General's LEIE, the Medi-Cal Suspended and
16 Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. §
17 455.436.

18 (G) If Contractor finds a provider that is excluded, it must promptly notify the County
19 as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any
20 Excluded provider with Medi-Cal funds, must treat any payments made to an excluded
21 provider as an overpayment, and any such inappropriate payments may be subject to
22 recovery.

23 **Article 12**

24 **Inspections, Audits, and Public Records**

25 **12.1 Inspection of Documents.** The Contractor shall make available to the County, and
26 the County may examine at any time during business hours and as often as the County deems
27 necessary, all of the Contractor's records and data with respect to the matters covered by this
28 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon

request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

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

12.3 Confidentiality in Audit Process. Contractor and County mutually agree to maintain the confidentiality of Contractor's records and information of persons served, in compliance with all applicable State and Federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

Contractor's records shall be maintained as required by DBH and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the County's DBH Director or designee shall be provided by the Contractor in a complete and timely manner.

12.4 Reasons for Recoupment. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.

Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

(A) Identification of Fraud, Waste or Abuse as defined in federal regulation

(1) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).

(2) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare

Managed Care Manual available at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals>

(B) Overpayment of Contractor by County due to errors in claiming or documentation.

(C) Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency. Funds owed to County will be due within forty-five (45) days of notification by County, or County shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to County under this or any other Agreement between the County and Contractor.

12.5 Cooperation with Audits. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, files for persons served.

Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.

Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten (10) years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.2301(3)(i-iii).

12.6 Single Audit Clause. If Contractor expends Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit in accordance with the requirements of the Single Audit

Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. Contractor shall submit said audit and management letter to County. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, Contractor must include a corrective action plan signed by an authorized individual. Contractor agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to County's DBH Finance Division for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in County performing the necessary audit tasks, or at County's option, contracting with a public accountant to perform said audit, or may result in the inability of County to enter into future agreements with Contractor. All audit costs related to this Agreement are the sole responsibility of Contractor.

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

Contractor shall make available all records and accounts for inspection by County, the State of California, if applicable, the Controller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at

1 least three (3) years following final payment under this Agreement or the closure of all other
2 pending matters, whichever is later.

3 **12.7 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County's public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

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

Article 13

Right to Monitor

13.1 **Right to Monitor.** County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, records of persons served, other pertinent items as

requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this agreement.

13.2 **Accessibility.** Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, agreements, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Controller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).

The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).

13.3 **Cooperation.** Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

13.4 **Probationary Status.** County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance

1 rates, failure to report incidents and changes as contractually required, failure to correct issues,
2 inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes
3 expectations, and violations issued directly from the State. Additionally, Contractor may be
4 subject to Probationary Status or termination if agreement monitoring and auditing corrective
5 actions are not resolved within specified timeframes.

6 **13.5 Record Retention.** Contractor shall retain all records and documents originated or
7 prepared pursuant to Contractor's performance under this Agreement, including grievance and
8 appeal records, and the data, information and documentation specified in 42 C.F.R. parts
9 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term
10 end date of this Agreement or until such time as the matter under audit or investigation has
11 been resolved. Records and documents include but are not limited to all physical and electronic
12 records and documents originated or prepared pursuant to Contractor's or subcontractor's
13 performance under this Agreement including working papers, reports, financial records and
14 documents of account, records of persons served, prescription files, subcontracts, and any
15 other documentation pertaining to covered services and other related services for persons
16 served.

17 **13.6 Record Maintenance.** Contractor shall maintain all records and management books
18 pertaining to service delivery and demonstrate accountability for agreement performance and
19 maintain all fiscal, statistical, and management books and records pertaining to the program.
20 Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and
21 other primary source documents. Fiscal records shall be kept in accordance with Generally
22 Accepted Accounting Principles and must account for all funds, tangible assets, revenue and
23 expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR),
24 Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles,
25 and Audit Requirements for Federal Awards.

26 All records shall be complete and current and comply with all Agreement requirements.
27 Failure to maintain acceptable records per the preceding requirements shall be considered
28 grounds for withholding of payments for billings submitted and for termination of Agreement.

Contractor shall maintain records of persons served and community service in compliance with all regulations set forth by local, state, and federal requirements, laws, and regulations, and provide access to clinical records by County staff.

Contractor shall comply with the Article 18 and Article 1 regarding relinquishing or maintaining medical records.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

13.7 Financial Reports. Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with Generally Accepted Accounting Principles and generally accepted auditing standards.

13.8 Agreement Termination. In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

13.9 Facilities and Assistance. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.

13.10 County Discretion to Revoke. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

13.11 Site Inspection. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support

activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work of the Contractor.

Article 14

Complaints Logs and Grievances

14.1 **Documentation.** Contractor shall log complaints and the disposition of all complaints from a person served or their family. Contractor shall provide a copy of the detailed complaint log entries concerning County-sponsored persons served to County at monthly intervals by the tenth (10th) day of the following month, in a format that is mutually agreed upon. Contractor shall allow beneficiaries or their representative to file a grievance either orally, or in writing at any time with the Mental health Plan. In the event Contractor is notified by a beneficiary or their representative of a discrimination grievance, subcontractor shall report discrimination grievances to the Mental Health Plan within 24 hours. The Contractor shall not require a beneficiary or their representative to file a Discrimination Grievance with the Mental Health Plan before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

14.2 **Rights of Persons Served.** Contractor shall post signs informing persons served of their right to file a complaint or grievance, appeals, and expedited appeals. In addition, Contractor shall inform every person served of their rights as set forth in Exhibit G.

14.3 **Incident Reporting.** Contractor shall file an incident report for all incidents involving persons served, following the protocol identified in Exhibit H.

Article 15

Property of County

15.1 **Applicability.** Article 15 shall only apply to the program components and services provided under operational costs.

15.2 **Fixed Assets.** County and Contractor recognize that fixed assets are tangible and intangible property obtained or controlled under County for use in operational capacity and will

benefit County for a period more than one (1) year.

15.3 **Agreement Assets.** Assets shall be tracked on an agreement by agreement basis.

All of these assets shall fall into the "Equipment" category unless funding source allows for additional types of assets. At a minimum, the following types of items are considered to be assets:

(A) Computers (desktops and laptops)*

(B) Copiers, cell phones, tablets, and other devices with any HIPAA data

(C) Modular furniture

(D) Any items over \$500 or more with a lifespan of at least two (2) years:

(1) Televisions

(2) Washers/Dryers

(3) Printers

(4) Digital Cameras

(5) Other equipment/furniture

(6) Items in total when purchased or used as a group fall into one or more of the above categories

(E) Items of sensitive nature shall be purchased and allocated to a single agreement.

All items containing HIPAA data are considered sensitive.

Contractor shall ensure proper tracking for contact assets that include the following asset attributes at a minimum:

(A) Description of the asset;

(B) The unique identifier of the asset if applicable, i.e., serial number;

(C) The acquisition date;

(D) The quantity of the asset;

(E) The location of the asset or to whom the asset is assigned;

(F) The cost of the asset at the time of acquisition;

(G) The source of grant funding if applicable;

(H) The disposition date, and

1 (I) The method of disposition (surplus, transferred, destroyed, lost)

2 All Contract assets shall be returned to the Department at the end of the agreement
3 period.

4 15.4 **Retention and Maintenance.** Assets shall be retained by County, as County
5 property, in the event this Agreement is terminated or upon expiration of this Agreement.
6 Contractor agrees to participate in an annual inventory of all County fixed and inventoried
7 assets. Upon termination or expiration of this Agreement, Contractor shall be physically present
8 when fixed and inventoried assets are returned to County possession. Contractor is responsible
9 for returning to County all County owned undepreciated fixed and inventoried assets, or the
10 monetary value of said assets if unable to produce the assets at the expiration or termination of
11 this Agreement. Contractor further agrees to the following:

12 Maintain all items of equipment in good working order and condition, normal wear and
13 tear excepted;

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

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

21 15.5 **Equipment Purchase.** The purchase of any equipment by Contractor with funds
22 provided hereunder shall require the prior written approval of County's DBH Director or
23 designee, shall fulfill the provisions of this Agreement as appropriate, and must be directly
24 related to Contractor's services or activity under the terms of this Agreement. County may
25 refuse reimbursement for any costs resulting from equipment purchased, which are incurred by
26 Contractor, if prior written approval has not been obtained from County.

27 15.6 **Modification.** Contractor must obtain prior written approval from County's DBH
28 whenever there is any modification or change in the use of any property acquired or improved,

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

9 **Article 16**

10 **Compliance**

11 16.1 **Compliance.** Contractor agrees to comply with County's Contractor Code of
12 Conduct and Ethics and the County's Compliance Program in accordance with Exhibit I. Within
13 thirty (30) days of entering into this Agreement with County, Contractor shall ensure all of
14 Contractor's employees, agents, and subcontractors providing services under this Agreement
15 certify in writing, that he or she has received, read, understood, and shall abide by the
16 Contractor Code of Conduct and Ethics. Contractor shall ensure that within thirty (30) days of
17 hire, all new employees, agents, and subcontractors providing services under this Agreement
18 shall certify in writing that he or she has received, read, understood, and shall abide by the
19 Contractor Code of Conduct and Ethics. Contractor understands that the promotion of and
20 adherence to the Contractor Code of Conduct is an element in evaluating the performance of
21 Contractor and its employees, agents, and subcontractors.

22 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
23 employees, agents, and subcontractors providing services under this Agreement shall complete
24 general compliance training, and appropriate employees, agents, and subcontractors shall
25 complete documentation and billing or billing/reimbursement training. All new employees,
26 agents, and subcontractors shall attend the appropriate training within thirty (30) days of hire.
27 Each individual who is required to attend training shall certify in writing that he or she has
28 received the required training. The certification shall specify the type of training received and

the date received. The certification shall be provided to County's DBH Compliance Officer at 1925 E. Dakota Ave, Fresno, California 93726. Contractor agrees to reimburse County for the entire cost of any penalty imposed upon County by the Federal Government as a result of Contractor's violation of the terms of this Agreement.

16.2 Compliance Program, Including Fraud Prevention and Overpayments.

Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

(A) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable federal and state requirements.

(B) A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.

(C) A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

(D) A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

(E) Effective lines of communication between the Compliance Officer and the organization's employees.

(F) Enforcement of standards through well-publicized disciplinary guidelines.

(G) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing

1 compliance with the requirements under the Agreement.

2 (H) The requirement for prompt reporting and repayment of any overpayments
3 identified.

4 **16.3 Reporting.** Contractor must have administrative and management arrangements or
5 procedures designed to detect and prevent fraud, waste and abuse of federal or state health
6 care funding. Contractor must report fraud and abuse information to the County including but
7 not limited to:

8 (A) Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

9 (B) All overpayments identified or recovered, specifying the overpayment due to
10 potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

11 (C) Information about changes in a persons served's circumstances that may affect
12 the person served's eligibility including changes in their residence or the death of the
13 person served as per 42 C.F.R. § 438.608(a)(3).

14 (D) Information about a change in the Contractor's circumstances that may affect the
15 network provider's eligibility to participate in the managed care program, including the
16 termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

17 Contractor shall implement written policies that provide detailed information about the
18 False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the
19 Act, including information about rights of employees to be protected as whistleblowers.

20 Contractor shall make prompt referral of any potential fraud, waste or abuse to County or
21 potential fraud directly to the State Medicaid Fraud Control Unit.

22 **16.4 Overpayments.** County may suspend payments to Contractor if DHCS or County
23 determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42
24 C.F.R. §438.608 (a)(8)).

25 Contractor shall report to County all identified overpayments and reason for the
26 overpayment, including overpayments due to potential fraud. Contractor shall return any
27 overpayments to the County within 60 calendar days after the date on which the overpayment
28 was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

1 **Article 17**

2 **Federal and State Laws**

3 17.1 **Health Insurance Portability and Accountability Act.** County and Contractor each
4 consider and represent themselves as covered entities as defined by the U.S. Health Insurance
5 Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and
6 disclose Protected Health Information (PHI) as required by law.

7 County and Contractor acknowledge that the exchange of PHI between them is only for
8 treatment, payment, and health care operations.

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

14 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
15 Contractor to enter into an agreement containing specific requirements prior to the disclosure of
16 PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e)
17 of the Code of Federal Regulations. The parties agree to the terms of the Business Associate
18 Agreement attached as Exhibit O.

19 17.2 **Physical Accessibility.** In accordance with the accessibility requirements of section
20 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must
21 provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal
22 beneficiaries with physical or mental disabilities.

23 **Article 18**

24 **Data Security**

25 18.1 **Data Security Requirements.** Contractor shall comply with data security
26 requirements in Exhibit J to this Agreement.

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1 **Article 19**

2 **Publicity Prohibition**

3 19.1 **Self-Promotion.** None of the funds, materials, property, or services provided directly
4 or indirectly under this Agreement shall be used for Contractor's advertising, fundraising, or
5 publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-
6 promotion.

7 19.2 **Public Awareness.** Notwithstanding the above, publicity of the services described in
8 Article 1 of this Agreement shall be allowed as necessary to raise public awareness about the
9 availability of such specific services when approved in advance by County's DBH Director or
10 designee and at a cost to be provided in Exhibit E for such items as written/printed materials,
11 the use of media (i.e., radio, television, newspapers), and any other related expense(s).
12 Communication products must follow DBH graphic standards, including typefaces and colors, to
13 communicate our authority and project a unified brand. This includes all media types and
14 channels and all materials on and offline that are created as part of DBH's efforts to provide
15 information to the public.

16 **Article 20**

17 **Disclosure of Self-Dealing Transactions**

18 20.1 **Applicability.** This Article 20 applies if the Contractor is operating as a corporation,
19 or changes its status to operate as a corporation.

20 20.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
21 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
22 "Self-Dealing Transaction Disclosure Form" (Exhibit K to this Agreement) and submitting it to the
23 County before commencing the transaction or immediately after.

24 20.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
25 a party and in which one or more of its directors, as an individual, has a material financial
26 interest.

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1 **Article 21**

2 **Disclosure of Ownership and/or Control Interest Information**

3 21.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities,
4 fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.),
5 Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

6 21.2 **Duty to Disclose.** Contractor must disclose the following information as requested in
7 the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement,
8 Exhibit L:

9 (A) Disclosure of 5% or More Ownership Interest:

10 (1) In the case of corporate entities with an ownership or control interest in the
11 disclosing entity, the primary business address as well as every business location
12 and P.O. Box address must be disclosed. In the case of an individual, the date of
13 birth and Social Security number must be disclosed.

14 (2) In the case of a corporation with ownership or control interest in the
15 disclosing entity or in any subcontractor in which the disclosing entity has a five
16 percent (5%) or more interest, the corporation tax identification number must be
17 disclosed.

18 (3) For individuals or corporations with ownership or control interest in any
19 subcontractor in which the disclosing entity has a five percent (5%) or more interest,
20 the disclosure of familial relationship is required.

21 (4) For individuals with five percent (5%) or more direct or indirect ownership
22 interest of a disclosing entity, the individual shall provide evidence of completion of a
23 criminal background check, including fingerprinting, if required by law, prior to
24 execution of Contract. (42 C.F.R. § 455.434)

25 (B) Disclosures Related to Business Transactions:

26 (1) The ownership of any subcontractor with whom Contractor has had business
27 transactions totaling more than \$25,000 during the 12-month period ending on the
28 date of the request.

(2) Any significant business transactions between Contractor and any wholly
owned supplier, or between Contractor and any subcontractor, during the 5-year
period ending on the date of the request. (42 C.F.R. § 455.105(b).)

(C) Disclosures Related to Persons Convicted of Crimes:

(1) The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

(2) County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

21.3 Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.

21.4 Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

21.5 **Reporting.** Submissions shall be scanned pdf copies and are to be sent via email to DBHContractedServices@fresnocountyca.gov. County may deny enrollment or terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in Contractor has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate this Agreement where any person with five (5) percent or greater direct or indirect ownership interest in the Contractor did not submit timely and accurate information and cooperate with any screening method required in CFR, Title 42, Section 455.416.

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1 **Article 22**

2 **Disclosure of Criminal History and Civil Actions**

3 22.1 **Applicability.** Contractor is required to disclose if any of the following conditions
4 apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively
5 referred to as "Contractor"):

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

8 (1) Fraud or criminal offense in connection with obtaining, attempting to obtain,
9 or performing a public (federal, state, or local) transaction or contract under a public
10 transaction;

11 (2) Violation of a federal or state antitrust statute;

12 (3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;

13 or

14 (4) False statements or receipt of stolen property.

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

17 22.2 **Duty to Disclose.** Disclosure of the above information will not automatically
18 eliminate Contractor from further business consideration. The information will be considered as
19 part of the determination of whether to continue and/or renew this Agreement and any additional
20 information or explanation that Contractor elects to submit with the disclosed information will be
21 considered. If it is later determined that the Contractor failed to disclose required information,
22 any contract awarded to such Contractor may be immediately voided and terminated for
23 material failure to comply with the terms and conditions of the award.

24 Contractor must sign a "Certification Regarding Debarment, Suspension, and Other
25 Responsible Matters – Primary Covered Transactions" in the form set forth in Exhibit M attached
26 hereto and by this reference incorporated herein. Additionally, Contractor must immediately
27 advise the County in writing if, during the term of the Agreement: (1) Contractor becomes
28 suspended, debarred, excluded or ineligible for participation in Federal or State funded

1 programs or from receiving federal funds as listed in the excluded parties list system
2 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Contractor.
3 Contractor shall indemnify, defend, and hold County harmless for any loss or damage resulting
4 from a conviction, debarment, exclusion, ineligibility, or other matter listed in the signed
5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

6 **Article 23**

7 **Cultural and Linguistic Competency**

8 23.1 **General.** All services, policies and procedures must be culturally and linguistically
9 appropriate. Contractor must participate in the implementation of the most recent Cultural
10 Competency Plan for the County and shall adhere to all cultural competency standards and
11 requirements. Contractor shall participate in the County's efforts to promote the delivery of
12 services in a culturally competent and equitable manner to all individuals, including those with
13 limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and
14 regardless of gender, sexual orientation, or gender identity including active participation in the
15 County's Diversity, Equity and Inclusion Committee.

16 23.2 **Policies and Procedures.** Contractor shall comply with requirements of policies and
17 procedures for ensuring access and appropriate use of trained interpreters and material
18 translation services for all limited and/or no English proficient beneficiaries, including, but not
19 limited to, assessing the cultural and linguistic needs of the beneficiaries, training of staff on the
20 policies and procedures, and monitoring its language assistance program. Contractor's policies
21 and procedures shall ensure compliance of any subcontracted providers with these
22 requirements.

23 23.3 **Interpreter Services.** Contractor shall notify its beneficiaries that oral interpretation
24 is available for any language and written translation is available in prevalent languages and that
25 auxiliary aids and services are available upon request, at no cost and in a timely manner for
26 limited and/or no English proficient beneficiaries and/or beneficiaries with disabilities.
27 Contractor shall avoid relying on an adult or minor child accompanying the beneficiary to
28 interpret or facilitate communication; however, if the beneficiary refuses language assistance

services, the Contractor must document the offer, refusal, and justification in the beneficiary's file.

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

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

23.6 Training Requirements. Cultural competency training for Contractor staff should be substantively integrated into health professions education and training at all levels, both academically and functionally, including core curriculum, professional licensure, and continuing professional development programs. As requested by County, Contractor shall report on the completion of cultural competency trainings to ensure direct service providers are completing a minimum of twelve (12) hours of annual cultural competency training.

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23.7 Continuing Cultural Competence. Contractor shall create and sustain a forum that includes staff at all agency levels to discuss cultural competence. Contractor shall designate a representative from Contractor's team to attend County's Diversity, Equity and Inclusion Committee.

Article 24

General Terms

24.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

(A) Notwithstanding the above, non-material changes to services, staffing, and responsibilities of the Contractor, as needed, to accommodate changes in the laws relating to service requirements and specialty mental health treatment, may be made with the signed written approval of County's DBH Director, or designee, and Contractor through an amendment approved by County's County Counsel and the County's Auditor-Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any change to the maximum compensation amount payable to Contractor, as stated herein.

(B) In addition, changes to line items and expense category subtotals, as set forth in Exhibit E, that when added together during the term of the agreement do not exceed ten percent (10%) of the total maximum compensation payable to Contractor, may be made with the written approval of Contractor and County's DBH Director or designee. Said modifications shall not result in any change to the maximum compensation amount payable to Contractor, as stated herein.

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

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

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1 24.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 24.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 24.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 24.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 24.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 24.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 Contractor shall take affirmative action to ensure that services to intended Medi-Cal
24 beneficiaries are provided without use of any policy or practice that has the effect of
25 discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic
26 group identification, sex, sexual orientation, gender, gender identity, age, medical condition,
27 genetic information, health status or need for health care services, or mental or physical
28 disability.

1 24.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the Contractor under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the Contractor and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

5 24.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
6 between the Contractor and the County with respect to the subject matter of this Agreement,
7 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
8 publications, and understandings of any nature unless those things are expressly included in
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
12 exhibits.

13 24.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 24.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

21 24.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
22 electronic signature as provided in this section.

23 (A) An "electronic signature" means any symbol or process intended by an individual
24 signing this Agreement to represent their signature, including but not limited to (1) a
25 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
26 electronically scanned and transmitted (for example by PDF document) version of an
27 original handwritten signature.
28

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 24.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

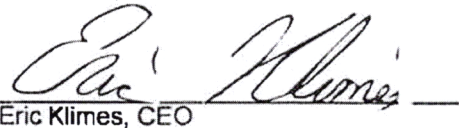
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The parties are signing this Agreement on the date stated in the introductory clause.

Hinds Hospice

County of Fresno



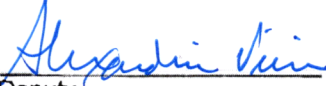


Eric Klimes, CEO

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

2490 W. Shaw Ave
Fresno, CA 93711

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

By: 
Deputy

For accounting use only:

Org No.: 56304776
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

SUMMARY OF SERVICES

ORGANIZATION: Hinds Hospice

PROGRAM NAME: Center for Grief and Healing – Survivors of Suicide Loss

SERVICE: Local Outreach to Suicide Survivors (LOSS) Team

OFFICE ADDRESS: 2490 W. Shaw Ave., Fresno, CA 93711

OFFICE TELEPHONE: (559) 248-8579

CONTACT(S): Kathleen Cromwell, Program Director

CONTRACT PERIOD: July 1, 2024 – June 30, 2026
With three possible 12-month extensions

AMOUNT:

FY 24-25:	\$257,891
FY 25-26:	\$266,523
FY 26-27:	\$275,572
FY 27-28:	\$284,993
FY 28-29:	\$293,414
Total:	\$1,378,393

A. SUMMARY OF SERVICES

Contractor shall provide a Local Outreach to Suicide Survivors (LOSS) team in Fresno County to provide information, support, warm linkage, and resources to newly bereaved suicide survivors. The principle of a LOSS Team is essentially one of providing hope through connecting with survivors at the time of the loss. The LOSS Team consists of trained professionals and volunteers to bring immediate support to survivors of suicide. The LOSS Team is activated by first response officials when a suicide occurs to provide resources, support, and hope to suicide survivors. The LOSS Team provide immediate assistance to survivors to help them cope with the trauma of their loss, provide follow-up contact with the survivors, and coordinate the utilization of services and support groups within the community.

B. TARGET POPULATION

Services will be available to all individuals affected by the suicide loss, both adults and children, and will extend into their workplace and communities.

C. REFERRALS

Referrals for immediate response would more than likely come from law enforcement dispatch and the coroner's office.

For individuals that reside in our county and the suicide loss occurred out of county, the referrals will be from chaplain services, medical providers, community organizations and/or self-referrals.

D. LOCATION OF SERVICES

Services will be provided at The Center for Grief & Healing as well as in the field, both metro and rural areas. Services may also be provided at satellite sites which may include Reedley and other rural locations. Services will not be provided outside of Fresno County.

E. HOURS OF OPERATION

Immediate response will be available in both metro and rural areas. Services will be available 7 days a week, 24 hours a day. Should immediate response be unavailable, LOSS Team will provide a delayed response to family members and loved ones of the deceased, both adults and children, and will extend into their workplace and communities. In-office activities are typically provided Monday – Friday from 8:00AM to 5:00PM, but the schedule may be changed to meet the needs of loss survivors.

F. CONTRACTOR'S RESPONSIBILITIES

Contractor shall perform the activities below.

1. Provide Community Response (Active and/or Delayed Response)

LOSS Team will respond to support survivors of suicide loss in homes, hospitals, and on-scene after a suicide is determined.

- a. Active Response – Outreach to survivors at the scene of the death.
- b. Delayed Response – Outreach after some time has passed. Reasons for a delayed response may include but is not limited to:
 - i. Survivor refuses immediate support services;
 - ii. LOSS Team is unable to respond on scene; and
 - iii. Manner of death was not determined on scene.

2. Provide Resources to the Survivors of Suicide Loss

A Resource packet or package shall be provided to Survivors of Suicide Loss. Contents may include but are not limited to blankets, journals, magnets with resource numbers, websites, books, list of organizations to help survivors, funeral planning information and a checklist of business items that must be done after a loved one passes away. Child specific resources may also be included.

3. Provide Debriefings for Survivors, Contractor's Staff and Volunteers

Debriefing sessions will take place following the LOSS call for individuals involved in order to reduce the potential trauma impact and compassion fatigue.

4. Provide Individual and Couples Therapy

Three (3) therapy sessions shall be made available to survivor. Sessions are free of charge and conducted by clinicians. Evidence-based therapeutic intervention practices will be used which may include Eye Movement Desensitization and Reprocessing (EMDR) and Flash Therapy.

5. Provide Support Groups

- a. Peer-run support group will be offered twice a month. Support groups will be facilitated by volunteer survivors with a mental health clinician present.
- b. Suicide-loss therapy support groups – Three (3) 12-week sessions shall be offered each FY. Support groups will be facilitated by a mental health clinician.

6. Provide Bereavement Support

- a. Support Phone Calls – A minimum of four phone calls shall be made throughout the first year to check-in with survivors and remind them of the supports available.
- b. Bereavement Mailings - Letters and articles will be sent to the family's home for a period of 13 months which offer education and support.
- c. Survivors Retreat - LOSS clients together for a weekend of therapy and healing. The retreat will be offered twice a year.
- d. Peer Connection – New survivors shall have the opportunity to connect with another survivor further along in their grief journey to offer ongoing support and connection.
- e. Moms 2 Moms – This group meets every other month, providing support and encouragement to moms who have lost a child to suicide.

7. Provide Outreach and Support to the Community

- a. Contractor shall educate the community regarding the LOSS Team.
- b. Contractor shall offer suicide prevention training to the community. Four (4) trainings will be offered each year.
- c. Contractor may host and/or participate in community run/walk/events to allow survivors the annual opportunity to connect with one another and remember/honor their loved one while raising awareness of suicide prevention. Activities may include but are not limited to: Annual memorial event, survivor's retreat, Moms 2 Moms gatherings, etc.
- d. Contractor may work with business/organizations to respond on-site to debrief and offer support after a suicide loss.

8. Develop Partnerships with the Coroner and Law Enforcement

Contractor shall develop partnerships with the coroner or medical examiner, police department (or other law enforcement unit), or chaplains affiliated with the police department. Contractor shall work with the agency to establish procedures regarding data sharing and referrals. Should a Memorandum of Understanding (MOU) be established, a copy shall be provided to DBH.

9. Compliance with County

Contractor shall comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by the County.

10. Participate in DBH Meetings

Supervisory and/or Management staff shall participate in meetings to discuss program and/or contractual issues. DBH shall coordinate the meetings.

G. CONTRACTOR's STAFF

1. Contractor shall recruit and maintain staffing in accordance with Exhibit E, Budget Summary.
2. Additions, Additions, deletions or other changes to Contractor's staff shall be approved by DBH prior to implementing staff changes. Contractor shall submit a budget modification form indicating the changes and related dollar amounts.
3. Contractor shall provide training opportunities to staff and volunteers, as needed, to improve and maintain outcomes, skills, best practice and cultural competency. Trainings may include but are not limited to the following:
 - a. Mental Health First Aid
 - b. Youth Mental Health First Aid
 - c. Diversity, Equity, and Inclusion
 - d. Suicide Prevention Education
4. Contractor shall recruit volunteers (suicide loss survivors) to co-respond with clinicians during an active response. Volunteers should clear background checks and be trained prior to responding on calls.
5. Contractor shall provide support to the volunteer survivors as well as staff on a monthly basis.
6. Debriefings for Clinicians and Volunteers – Contractor shall hold debriefing sessions following LOSS calls for those involved in order to reduce the potential trauma impact and compassion fatigue.

H. REPORTS

1. Contractor shall capture required Prevention and Early Intervention (PEI) demographics data and comply with PEI reporting requirements as set forth in PEI Regulations (https://mhsoac.ca.gov/wp-content/uploads/PEI-Regulations_As_Of_July-2018.pdf).
2. Contractor shall be expected to comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by the County.
3. Additional reports/outcomes may also be requested by the County's DBH, based on among other things, identification of client/family specific needs as well as State required reports/outcomes as needed.

I. PERFORMANCE OUTCOME MEASURES

Contractor will be required to submit measurable outcomes on an annual basis, as identified in the Departments Policy and Procedure Guide (PPG) 1.2.7 Performance Outcomes Measures, attached as Exhibit D. Performance outcomes measures must be approved by County's DBH and satisfy all State and local mandates. County's DBH will provide technical assistance and support in defining measureable outcomes. All performance indicators will reflect the four (4) domains identified by the Commission Accreditation of Rehabilitation Facilities (CARF). The domains are Effectiveness, Efficiency, Access, and Satisfaction. These are defined and listed below.

County's DBH collects data about the characteristics of the persons served and measures service delivery performance indicators in each of the following CARF domains: At minimum, one (1) performance indicator will be identified for each of the four (4) CARF domains listed below.

- a. **Effectiveness:** A performance dimension that assesses the degree to which an intervention or services have achieved the desired outcome/result/quality of care through measuring change over time. The results achieved and outcomes observed are for persons served.

Examples of indicators include: Persons get a job with benefits, or receive supports needed to live in the community, increased function, activities, or participation, and improvement of health, employment/earnings, or plan of care goal attainment.

- b. **Efficiency:** Relationship between results and resources used, such as time, money, and staff. The demonstration of the relationship between results and the resources used to achieve them. A performance dimension addressing the relationship between the outputs/results and the resources used to deliver the service.

Examples of indicators include: Direct staff cost per person served, amount of time it takes to achieve an outcome, gain in scores per days of service, service hours per person achieving some positive outcome, total budget (actual cost) per person served, length of stay and direct service hours of clinical and medical staff.

- c. Access: Organizations' capacity to provide services of those who desire or need services. Barriers or lack thereof for persons obtaining services. The ability of clients to receive the right service at the right time. A performance dimension addressing the degree to which a person needing services is able to access those services.

Examples of indicators include: Timeliness of program entry (From 1st request for service to 1st service), ongoing wait times/wait lists, minimizing barriers to getting services, and no-show/cancellation rates.

- d. Satisfaction: Satisfaction Measures are usually orientated towards clients, family, staff, and stakeholders. The degree to which clients, the County and other stakeholders are satisfied with services. A performance dimension that describes reports or ratings from persons served about services received from an organization.

Examples of indicators include: opinion of persons served or other key stakeholders in regards to access, process, or outcome of services received, client and/or Treatment Perception Survey.

Contractor must address each of the categories referenced above and any additional performance and outcome measures that are deemed best to evaluate the services provided to clients and/or to evaluate overall program performance. DBH may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program as determined by the County. Contractor will be required to utilize and integrate clinical tools as directed by DBH.

In addition to the requirements set above, the following items listed below represent program goals and outcomes to be achieved by Contractor. Identified goals and outcomes are considered preliminary and may be modified, by mutual consent, by DBH Director, or designee, and by Contractor during the contract term. Contractor will report goals and outcomes in a method determined by DBH.

1. Goals and Outcomes

- a. Conduct four Question, Persuade, and Refer (QPR) trainings a year.
- b. The LOSS Team will respond to 80% of active on-scene suicide referrals.

- c. 80% of individuals accessing therapy sessions will have a decrease in distressing symptoms related to the traumatic experience of the loss, as measured by Impact of Event Scale (pre and post).
- d. 80% of individuals will report satisfaction with grief support services provided by the LOSS Team, as measured by client survey. (Survey is administered after 13 months of bereavement mailings).
- e. 80% of individuals will demonstrate increased awareness of coping skills and strategies to mitigate the impacts of grief, as measured by support group survey.

2. Data Tracking

- a. Total number of unduplicated individuals who engaged in services.
- b. Total number of unduplicated individuals who enter counseling services
- c. Total number of unduplicated individuals who participate in support groups
- d. Total number of individuals who were referred out or linked to other external services
- e. Total number of completed sessions and the needs beyond the initial three sessions offered.

3. Data Collection

- a. Contractor will attempt to collect the following demographics from individuals served:
 - i. Race
 - ii. Ethnicity
 - iii. Age/DOB
 - iv. Disabilities
 - v. Preferred Language
 - vi. Gender Identity Now
 - vii. Gender assigned at birth
 - viii. Sexual Orientation
 - ix. Veteran Status
 - x. Children in the home
 - xi. Suicide Loss History
 - xii. Address
 - xiii. Referrals for crisis intervention due to safety concerns
 - xiv. Mode of death

- xv. Presence of suicide note
- xvi. Who found the deceased
- xvii. Time elapsed from death to engagement of services
- b. Data collection and evaluation methods may include, but are not limited to, staff, participants, interviews, surveys, and evaluations.
- c. Contractor shall ensure all program clients/families participate in the semi-annual State Consumer Perception Survey (CPS) survey. CPS's will be distributed to all active clients/families to fill out and return to Contractor.

J. COUNTY's RESPONSIBILITIES

County shall:

1. Participate in monthly meetings with Contractor to discuss program and/or contractual issues. Meetings frequency may be changed after the first year of implementation. DBH will be responsible for coordination of these meetings.
2. Participate in evaluating the progress of the overall program and the efficiency of collaboration with Contractor's staff and will be available to the Contractor for ongoing consultation.
3. Gather outcome information from Contractor throughout each term of this Agreement. County DBH staff shall notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
4. Assist the Contractor's efforts towards cultural and linguistic competency by providing the following to Contractor:
 - a. Technical assistance and training regarding cultural competency requirements.
 - b. Mandatory cultural competency training for Contractor personnel, at minimum once per year.
 - c. Technical assistance for translating information into County's threshold languages (Spanish and Hmong). Translation services and costs associated will be the responsibility of the Contractor.
5. DBH shall include Contractor's staff in DBH trainings that are relevant to the services as described in this Agreement, if there is sufficient space available, at no cost.

BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

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

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

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

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on

the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A County, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Contractors that are not another state agency or other governmental entity.
9. **INSPECTION AND AUDIT OF RECORDS AND ACCESS TO FACILITIES:**

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of Contractor or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the Contractor and take action consistent with § 438.610(c).

The State must ensure that Contractor with which the State contracts under this part is not located outside of the United States and that no claims paid by a Contractor to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL (CAL-AIM) REQUIREMENTS

1. SERVICES AND ACCESS PROVISIONS

a. CERTIFICATION OF ELIGIBILITY

- i. Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of an individual's eligibility for Specialty Mental Health Services (SMHS) under Medi-Cal.

b. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

- i. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per Department of Health Care Services (DHCS) guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each individual includes information as a whole indicating that individual's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.
- ii. For enrolled individuals under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled individuals who meet either of the following criteria, (I) or (II) below. If an individual under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.
 1. The individual has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
OR
 2. The individual has at least one of the following:
 - a. A significant impairment
 - b. A reasonable probability of significant deterioration in an important area of life functioning
 - c. A reasonable probability of not progressing developmentally as appropriate.
 - d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

AND the individual's condition as described in subparagraph (II a-d) above is due to one of the following:

- a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
 - b. A suspected mental health disorder that has not yet been diagnosed.
 - c. Significant trauma placing the individual at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
- iii. For individuals 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:
 - 1. The individual has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning.
 - 2. The individual's condition as described in paragraph (a) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
 - b. A suspected mental disorder that has not yet been diagnosed.

ADDITIONAL CLARIFICATIONS

Criteria

- . A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
 - . The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
 - . The service was not included in an individual treatment plan; or
 - . The individual had a co-occurring substance use disorder.

Diagnosis Not a Prerequisite

- . Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for

Medicare & Medicaid Services (CMS) approved ICD
diagnosis code

d. MEDICAL NECESSITY

- i. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the individual's presenting condition. Documentation in each individual's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- ii. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
- iii. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

e. COORDINATION OF CARE

- i. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the individual, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.
- ii. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.
- iii. Contractor shall include in care coordination activities efforts to connect, refer and link individual s to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
- iv. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
- v. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share the individual's information with and among all other providers involved in the individual's care, in satisfaction of state and federal privacy laws and regulations.

f. CO-OCCURRING TREATMENT AND NO WRONG DOOR

- i. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the individual should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the individual has a co-occurring mental health condition and substance use disorder.
- ii. Under this Agreement, Contractor will ensure that individual s receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:
 - 1. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the individual does not meet criteria for SMHS.
 - 2. If Contractor is serving a individual receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

2. AUTHORIZATION AND DOCUMENTATION PROVISIONS

a. SERVICE AUTHORIZATION

- i. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
- ii. Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
- iii. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- iv. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
- v. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to an individual's specific needs and circumstances that could seriously jeopardize the individual s life or health, or ability to attain, maintain, or regain maximum function.

b. DOCUMENTATION REQUIREMENTS

- i. Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
- ii. All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request.

Services must be identified as provided in-person, by telephone, or by telehealth.

- iii. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

c. ASSESSMENT

- i. Contractor shall ensure that all individuals' medical records include an assessment of each individual's need for mental health services.
- ii. Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the individual's medical record.
- iii. For individual s aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for individual s aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.
- iv. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

d. ICD-10

- i. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- ii. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County.
- iii. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS

e. PROBLEM LIST

- i. Contractor will create and maintain a Problem List for each individual served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
- ii. Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International,

Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

- iii. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
- iv. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
- v. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

f. TREATMENT AND CARE PLANS

- i. Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

g. PROGRESS NOTES

- i. Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
- ii. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
- iii. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
- iv. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
- v. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

h. TRANSITION OF CARE TOOL

- i. Contractor shall use a Transition of Care Tool for any individual whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care.
- ii. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a person-centered, shared decision-making process.
- iii. Contractor may directly use the DHCS-provided Transition of Care Tool, found at <https://www.dhcs.ca.gov/Pages/Screening-and->

[Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx](#), or obtain a copy of that tool provided by the County. Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

i. **TELEHEALTH**

- i. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- ii. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- iii. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- iv. Medical records for individuals served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
- v. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

3. CLIENT PROTECTIONS

a. **GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION**

- i. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Managed Care Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Managed Care staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
- ii. Contractor shall not discourage the filing of grievances and individual s do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

- iii. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
 - iv. NOABDs must be issued to individuals anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
 - v. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
 - vi. Contractor must provide individuals any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
 - vii. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
- b. Advanced Directives
 - i. Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (I), (3) and (4).
 - c. Continuity of Care
 - i. Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

4. QUALITY IMPROVEMENT PROGRAM

- a. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION
 - i. Contractor shall implement mechanisms to assess person served/family satisfaction based on County's guidance. The Contractor shall assess individual/family satisfaction by:
 - 1. Surveying person served/family satisfaction with the Contractor's services at least annually.
 - 2. Evaluating person served's grievances, appeals and State Hearings at least annually.
 - 3. Evaluating requests to change persons providing services at least annually.

4. Informing the County and individuals of the results of client/family satisfaction activities.
- ii. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually and as required by DBH.
- iii. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- iv. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- v. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- vi. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- vii. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

. TIMELY ACCESS

- . Timely access standards include:
 - . Contractor must have hours of operation during which services are provided to Medi-Cal individuals that are no less than the hours of operation during which the provider offers services to non-Medi-Cal individuals. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
- 2. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.

3. Urgent care appointments for services that do not require prior authorization must be provided to individuals within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
4. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 10 business days from the date the individual or a provider acting on behalf of the individual, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal individuals within 15 business days from the date the client or a provider acting on behalf of the individual, requests an appointment for a medically necessary service.
5. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the individual's record that a longer waiting period will not have a detrimental impact on the health of the individual.
6. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.

c. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

- i. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal individuals on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
- ii. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

d. **PHYSICIAN INCENTIVE PLAN**

- i. If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

5. DATA, PRIVACY AND SECURITY REQUIREMENTS

. **ELECTRONIC PRIVACY AND SECURITY**

- . Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- . Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- . Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for individuals served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- . Contractor entering data into any County electronic systems shall ensure that staff are trained to enter and maintain data within this system.

6. PROGRAM INTEGRITY

- . **Credentialing and Re-credentialing of Providers**
 - . Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
 - . Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - 2. A history of loss of license or felony convictions;
 - 3. A history of loss or limitation of privileges or disciplinary activity;
 - 4. A lack of present illegal drug use; and
 - . The application's accuracy and completeness

- ii. Contractor must file and keep track of attestation statements, credentialing applications and credentialing status for all of their providers and must make those available to the County upon request at any time.
- iii. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.



Department of Behavioral Health

PPG 1.3.14 V#: 2

Section: DBH Policies & Procedures, Mental Health, Substance Use Disorder
Effective Date: 07/09/2021 **Revised Date:** 01/10/2024
Policy Title: Guiding Principles of Care Delivery

Approved by: Joseph Rangel (Behavioral Health Division Manager), Lesby Flores (Licensed Deputy Director of Behavioral Health), Stacy VanBruggen (Licensed Behavioral Health Division Manager), Susan Holt (Director of Behavioral Health)

POLICY: The DBH Guiding Principles of Care Delivery define and guide our Behavioral Health System of Care. We expect excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce.

PURPOSE: The principles provide the clinical framework that influences decision-making in all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

REFERENCE: N/A

DEFINITIONS: Quadruple Aim – (1) deliver quality care, (2) maximize resources while focusing on efficiency, (3) provide an excellent care experience, and (4) promote workforce well-being.

PROCEDURE:

I. Principle One – Timely Access & Integrated Services

- A. Persons-served are connected with services in a manner that is efficient and effective.
- B. Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as physical health, education, employment, housing, spirituality and other social determinant of health.
- C. Barriers to access and treatment are identified and addressed.
- D. Excellent customer service ensures persons served are transitioned from one point of care to another without disruption of care.

II. Principle Two – Strengths-Based

- A. Positive change occurs within the context of genuine trusting relationships.

MISSION STATEMENT

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

08/2021

Section: DBH Policies & Procedures, Mental Health, Substance Use Disorder**PPG 1.3.14 V#: 2****Policy Title: Guiding Principles of Care Delivery**

- B. Individuals, families, and communities are resourceful and resilient in the way they solve problems.
- C. Hope and optimism are created through the identification of, and focus on, the unique abilities of persons served.

III. Principle Three – Person-Driven and Family-Driven

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

IV. Principle Four – Inclusive of Natural Supports

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

V. Principle Five – Clinical Significance and Evidence Based Practices (EBP)

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

VI. Principle Six – Culturally Responsive

- A. Values, traditions, and beliefs specific to a person served's culture(s) are valued and leveraged to support their wellness, resilience, and recovery.
- B. Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each person served.

Section: DBH Policies & Procedures, Mental Health, Substance Use Disorder
PPG 1.3.14 V#: 2

Policy Title: Guiding Principles of Care Delivery

- C. Providers exhibit the highest level of cultural humility and responsiveness to the self-identified culture(s) of the person or family served in striving to achieve the greatest equity in care delivery.

VII. Principle Seven – Trauma-informed and Trauma-Responsive

- A. The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood.
- B. Signs and symptoms of trauma in persons served, team members, and others are recognized and persons served receive trauma-informed responses.
- C. Physical, psychological, and emotional safety for persons served and treatment team members is emphasized.

VIII. Principle Eight – Co-Occurring Capable

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

IX. Principle Nine – Stages of Change, Motivation, and Harm Reduction

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

X. Principle Ten – Continuous Quality Improvement and Outcomes-Driven

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

**Section: DBH Policies & Procedures, Mental Health, Substance Use
Disorder**

PPG 1.3.14 V#: 2

Policy Title: Guiding Principles of Care Delivery

XI. Principle Eleven – Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- A. The rights of all persons served are respected and persons served are treated with dignity.
- B. Behavioral health is recognized as essential for person served and community well-being.
- C. Promotion of health and wellness is interwoven throughout all aspects of DBH services.
- D. Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels.
- E. Stigma is actively reduced by promoting awareness and accountability through creating positive change in attitudes, beliefs, practices, and policies within all systems.
- F. The vision of health and well-being for our community is continually addressed through collaborations between providers, persons served, families, and community members.



Department of Behavioral Health

Policy and Procedure Guide

PPG 1.2.7

Section: Mental Health

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Sr. Staff Analyst - QA), Kannika Toonnachat (Division Manager - Technology and Quality Management)

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.

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

Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

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.
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.



Department of Behavioral Health

Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

- 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 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:	Choose an item.
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.
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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

Attachment C

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.](#)

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2024-2025

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Director	0.20		\$ 28,000	\$ 28,000
1117	Program Coordinator	0.80		\$ 61,570	\$ 61,570
1118	Licensed Clinician	0.20		\$ 18,720	\$ 18,720
1119	Bereavement Support Clinician	0.30		\$ 18,720	\$ 18,720
1120	After Hour On-Call Clinicians	2.70		\$ 34,740	\$ 34,740
1121	After Hour Response Clinicians	0.06		\$ 8,400	\$ 8,400
1122	Support Group Facilitation	0.04		\$ 6,720	\$ 6,720
Direct Personnel Program Salaries Subtotal		4.30		\$ 176,870	\$ 176,870

	Admin	Program	Total
Direct Personnel Salaries Subtotal	4.30	\$ -	\$ 176,870

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement		\$ 3,810	\$ 3,810
1202	Worker's Compensation	-	549	549
1203	Health Insurance	-	15,290	15,290
1204	Other (specify) - Life Insurance	-	278	278
Direct Employee Benefits Subtotal:		\$ -	\$ 19,927	\$ 19,927

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	-	13,532	13,532
1303	SUI	-	354	354
Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ 13,886	\$ 13,886

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:	Admin	Program	Total
	\$ -	\$ 210,683	\$ 210,683

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:

Admin

Program

0%

100%

3000: DIRECT OPERATING EXPENSES

Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,400
3002	Printing/Postage	\$ 2,200
3003	Office, Household & Program Supplies	\$ 2,300
3004	Advertising	\$ 2,300
3005	Staff Development & Training	\$ 4,000
3006	Staff Mileage	\$ 1,600
3007	Subscriptions & Memberships	\$ 323
3009	Other (specify) - Retreat	\$ 19,500
3010	Other (specify) - Background Checks	\$ 900
3011	Other (specify) - Uniforms/Badges	\$ 500
3012	Other (specify) - Travel	\$ 1,000
DIRECT OPERATING EXPENSES TOTAL:		\$ 37,023

4000: DIRECT FACILITIES & EQUIPMENT

Acct #	Line Item Description	Amount
4002	Rent/Lease Building	\$ 4,125
4005	Security	\$ 2,160
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 6,285

5000: DIRECT SPECIAL EXPENSES

Acct #	Line Item Description	Amount
5004	Translation Services	\$ 1,300
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,300

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	
6003	Accounting/Bookkeeping	\$ 2,600
INDIRECT EXPENSES TOTAL		\$ 2,600

INDIRECT COST RATE	1.02%
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TOTAL PROGRAM EXPENSES	\$ 257,891
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PROGRAM FUNDING SOURCES**8300 - MENTAL HEALTH SERVICE ACT (MHSA)**

Acct #	MHSA Component	MHSA Program Name	Amount
8302	PEI - Prevention & Early Intervention	Suicide Prevention	257,891
MHSA TOTAL			\$ 257,891

TOTAL PROGRAM FUNDING SOURCES:	\$ 257,891
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NET PROGRAM COST:	\$ -
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LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM**Hinds Hospice****Fiscal Year (FY) 2024-2025****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 %
Program Director	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Coordinator	Fresno County LOSS Team	0.80
	Other Programs	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Licensed Clinician	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bereavement Support Clinician	Fresno County LOSS Team	0.30
	Other Programs	0.70
Total		1.00

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2024-2025 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		210,683	
Administrative Positions		-	
Program Positions		176,870	
1116	Program Director	28,000	The director is responsible for developing, coordinating, supervising, providing and / assuring provision of bereavement services to through the Center for Grief and Healing. Director oversees all aspects of the various bereavement programs and provides supervision to staff involved in the Program. The Director also provides direct services to LOSS clients. 0.2 FTE x 140,000 Annual Salary = 2800
1117	Program Coordinator	61,570	The Program Coordinator is responsible for coordinating and providing grief support services, community education and outreach to include supervision of volunteers. Program Coordinator also responds to LOSS calls that occur during normal business hours. 0.8 FTE x 76,962 Annual Salary = 61,568
1118	Licensed Clinician	18,720	The Licensed Clinician provides support to grieving individuals, couples and families. Supports may include family counseling sessions and other supports. 0.2 FTE x 93,600 Annual Salary = 18,720
1119	Bereavement Support Clinician	18,720	Bereavement Support Clinician will assist with data entry and reporting, bereavement support phone calls, outreach and education, and administrative duties. 0.3 FTE x 62,400 Annual Salary = 18,720
1120	After Hour On-Call Clinicians	34,740	On Call Clinicians take calls 7 days in a work period (weekdays, weekends and holidays) after the agency's normal working hours. This wage compensates the employee for being available for immediate responses to LOSS team requests. Clinicians are required for immediate responses due to the nature of the trauma related to suicide death and the impact on survivors, including the risk of survivors becoming suicidal. It is also the role of the clinician to provide support and guidance to suicide LOSS survivor volunteer and first responders. Rate is \$6/hour for non holiday hours and \$9/hour for holidays. 350 days x 15 after hours x \$6 = 31,500, plus holidays 15 days x 24 after hours x \$9 = 3,240, combined cost is \$34,740
1121	After Hour Response Clinicians	8,400	The After Hours Response Clinician responds to LOSS calls outside of normal business hours, providing immediate support and guidance to suicide LOSS survivors; also conduct debriefing with the on scene volunteers. These are on site attendance. 48 calls @ an average of 2.5 hours / call at an overtime average rate of \$70/hour = \$8,400
1122	Support Group Facilitation	6,720	Support groups are facilitated by a trained clinician and a total of 45 groups sessions are held per year at an average cost of \$149.33/session. Group sessions are conducted by a staff clinician. Groups are offered in evenings with overtime rates applicable. These are conducted by Hinds employees on hourly salary rates; calculated at OT rate (two hours for group, group set up, group preparation at average rate of \$149.33 covering an average of 2 hours for each session; 45 sessions x \$149.33 / session = \$6,720
Direct Employee Benefits			
1201	Retirement	3,810	3% match up to 6% of allowable LOSS contract salary. Salaries for SOSL Program Coord, Licensed Clinician, CGH Director, & Bereavement Clin Support (participants); (61,568 + 18,720 + 28,000 + 18,720) x .06 / 2 (to represent 3% match)
1202	Worker's Compensation	549	Starting with 2024 rates based on WC class codes and experience modifiers applied to allowable LOSS contract salaries. WC rate for Class 8742 is .31% ; Total salaries 176,870 x .0031% = \$548.30
1203	Health Insurance	15,290	Based on current negotiated rates; prorated over FTE (\$849.60 / month / employee, 4 employees with coverage, used FTE count or % of employee to prorate health care insurance costs over Loss and Other. Participants are SOSL Program Coordinator at .8, Licensed Clinical at .2, Program Director at .2, and Bereavement Clin Support at .3 FTE. Then, the monthly cost is annualized by multiplying it by 12. (849.60 x .8) + (849.60 x .2) + (849.46 x .3) and the total multiplied by 12 = 15,290

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1204	Other (specify) - Life Insurance	278	Benefit costs are based on federal / state mandated costs; benefits are based on best market rates and negotiated each year, prorated per FTE. SOSL Coordinator is at 14.63 with .8 = 11.70, Licensed Clin is at 17.56 with .2 FTE = 3.51, Program Director is at 26.79 at .2 FTE = 5.36, , and the Bereavement Clin is at 8.74 with .3 FTE = 2.62. The Support Group Facilitator - no cost associated. Those rates (11.70 + 3.51 + 5.36 + 2.62)x 12 months = 278.35
Direct Payroll Taxes & Expenses:			13,886	
	1301	OASDI	-	
	1302	FICA/MEDICARE	13,532	7.65% x 176,870.00 LOSS contract salaries; IRS requirement for employer contribution
	1303	SUI	354	.002% of LOSS contract allowable wages Of 176,870.00

3000: DIRECT OPERATING EXPENSES			37,023	
	3001	Telecommunications	2,400	Cell phones, dedicated LOSS landline, laptops and internet purchased and secured for LOSS team usage. Estimate based on current run rates. \$50 x 4 staff x 12 months = \$2400
	3002	Printing/Postage	2,200	Postage will be used to mail out bereavement and informational resource packets to families in our communities. Mailings include invitations to special events. Printing costs cover flyers, brochures, informational packets and business cards. Estimated average \$183.33 x 12 months = \$2200
	3003	Office, Household & Program Supplies	2,300	The Program Supply, Office and Household budget will cover suicide grief goods for children, resources from the American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits containing blankets, journals, and other helpful items for the families. Estimate \$191.67 x 12 months = \$2300
	3004	Advertising	2,300	Advertising covers folders, flyers, envelopes and other materials to advertise to gather volunteers and to inform first responders, other key stakeholders and the community about the LOSS program. Also to cover registration fees for booths and events. Estimate \$191.67 x 12 months = \$2300
	3005	Staff Development & Training	4,000	Training will include trauma informed care interventions to include EMDR training and consultation, and ongoing suicide loss and prevention education which may include annual AAS and Loss Team Conferences.
	3006	Staff Mileage	1,600	Mileage covers travel to and from scenes at Hind Hospice reimbursement rate of .67/mile. Estimate for RFP is based on previous year total miles incurred. 199 miles x 12 months x .67 = \$1600
	3007	Subscriptions & Memberships	323	Membership to professional organizations will be maintained to CAMTF (California Association of Marriage and Family Therapists) and AAS (American Association of Suicidology). These organizations are a source of information for internal use, other resources for a community and for brochures. Senior Professional \$209/year for AAS and CAMTF dues are \$114.
	3009	Other (specify) - Retreat	19,500	The program brings LOSS clients together for a weekend of therapy and healing. The cost is for two events per contract year and to include meals and lodging for approximately 100 participants per year. Cost for the retreat is \$9,750 x 2 retreats = \$19500
	3010	Other (specify) - Background Checks	900	Background checks are conducted for each LOSS team member (staff and volunteers) to ensure the safety and protection of the community. LOSS team members enter homes and workplaces of survivors. Background checks can range in cost. We are assuming the minimum of \$45 per basic check and this will cover 20 verifications per year.
	3011	Other (specify) - Uniforms/Badges	500	All LOSS team members wear a designated uniform and carry identification when providing professional on-scene support. Costs can vary and uniforms are for staff and also for volunteers as a way to quickly identify our team on any scene or event.
	3012	Other (specify) - Travel	1,000	Travel with Education; expenses related to travel to conference locations noted under Education (Line #3005). Travel costs can vary with venue and time of year. This cost could cover a round trip ticket and/or hotel expenses.

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4000: DIRECT FACILITIES & EQUIPMENT			6,285	
	4002	Rent/Lease Building	4,125	Space is dedicated for counseling services, group therapy meetings, and administrative services including the storage of literature. Based on Sq. Ft of Building and measurement of office space and group session space. Lease provided as an additional attachment. Approximately 275 sq. ft is dedicated to CG&H, specifically those spaces with employees on the contract, and for group session space. 275 sq ft x \$15 / sq ft = 4,125
	4005	Security	2,160	Security; grief support groups are held in the evening to help ensure the safety of the participants. Armed guard services include postings at entrances and escorts to cars for clients; Rate is \$30 / hour for 1.6 hours for the 45 sessions held per year.
5000: DIRECT SPECIAL EXPENSES			1,300	
	5004	Translation Services	1,300	To meet the needs of our diverse community, we must provide means of effective communication. This is a service is engaged on an as needed basis. Usage cannot be predicted. However, when necessary, there will no delay in providing this to clients.
6000: INDIRECT EXPENSES			2,600	
	6003	Accounting/Bookkeeping	2,600	A .022 FTE is dedicatd to managing the contract, budget modifications and monthly invoicing for the LOSS program. Salary is \$120K per year, 120,000 x .022 = 2,600

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 257,891

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 257,891

BUDGET CHECK: -

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2025-2026

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Director	0.20		\$ 28,840	\$ 28,840
1117	Program Coordinator	0.80		\$ 63,415	\$ 63,415
1118	Licensed Clinician	0.20		\$ 19,282	\$ 19,282
1119	Bereavement Support Clinician	0.30		\$ 19,282	\$ 19,282
1120	After Hour On-Call Clinicians	2.70		\$ 35,782	\$ 35,782
1121	After Hour Response Clinicians	0.06		\$ 8,652	\$ 8,652
1122	Support Group Facilitation	0.04		\$ 6,922	\$ 6,922
Direct Personnel Program Salaries Subtotal		4.30		\$ 182,175	\$ 182,175

	Admin	Program	Total
Direct Personnel Salaries Subtotal	4.30	\$ -	\$ 182,175

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ -	\$ 3,925	\$ 3,925
1202	Worker's Compensation	-	\$ 565	\$ 565
1203	Health Insurance	-	\$ 16,819	\$ 16,819
1204	Other (specify) - Life Insurance	-	\$ 278	\$ 278
Direct Employee Benefits Subtotal:		\$ -	\$ 21,587	\$ 21,587

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	-	\$ 13,938	\$ 13,938
1303	SUI	-	\$ 365	\$ 365
Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ 14,303	\$ 14,303

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:	Admin	Program	Total
	\$ -	\$ 218,065	\$ 218,065

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:

Admin

Program

0%

100%

3000: DIRECT OPERATING EXPENSES

Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,472
3002	Printing/Postage	\$ 2,266
3003	Office, Household & Program Supplies	\$ 2,369
3004	Advertising	\$ 2,369
3005	Staff Development & Training	\$ 4,120
3006	Staff Mileage	\$ 1,648
3007	Subscriptions & Memberships	\$ 333
3009	Other (specify) - Retreat	\$ 20,085
3010	Other (specify) - Background Checks	\$ 927
3011	Other (specify) - Uniforms/Badges	\$ 515
3012	Other (specify) - Travel	\$ 1,030
DIRECT OPERATING EXPENSES TOTAL:		\$ 38,134

4000: DIRECT FACILITIES & EQUIPMENT

Acct #	Line Item Description	Amount
4002	Rent/Lease Building	\$ 4,125
4005	Security	\$ 2,182
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 6,307

5000: DIRECT SPECIAL EXPENSES

Acct #	Line Item Description	Amount
5004	Translation Services	\$ 1,339
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,339

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	
6003	Accounting/Bookkeeping	\$ 2,678
INDIRECT EXPENSES TOTAL		\$ 2,678

INDIRECT COST RATE	1.01%
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TOTAL PROGRAM EXPENSES	\$ 266,523
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PROGRAM FUNDING SOURCES**8300 - MENTAL HEALTH SERVICE ACT (MHSA)**

Acct #	MHSA Component	MHSA Program Name	Amount
8302	PEI - Prevention & Early Intervention	Suicide Prevention	\$ 266,523
MHSA TOTAL			\$ 266,523

TOTAL PROGRAM FUNDING SOURCES:	\$ 266,523
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NET PROGRAM COST:	\$ -
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LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM**Hinds Hospice****Fiscal Year (FY) 2025-2026****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 %
Program Director	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Coordinator	Fresno County LOSS Team	0.80
	Other Programs	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Licensed Clinician	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bereavement Support Clinician	Fresno County LOSS Team	0.30
	Other Programs	0.70
Total		1.00

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2025-2026 Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS			218,065	
Administrative Positions			-	
Program Positions			182,175	
	1116	Program Director	28,840	The director is responsible for developing, coordinating, supervising, providing and / assuring provision of bereavement services to through the Center for Grief and Healing. Director oversees all aspects of the various bereavement programs and provides supervision to staff involved in the Program. The Director also provides direct services to LOSS clients. 0.2 FTE x 144,200 Annual Salary = 28,840
	1117	Program Coordinator	63,415	The Program Coordinator is responsible for coordinating and providing grief support services, community education and outreach to include supervision of volunteers. Program Coordinator also responds to LOSS calls that occur during normal business hours. 0.8 FTE x 79,271 Annual Salary = 63,415
	1118	Licensed Clinician	19,282	The Licensed Clinician provides support to grieving individuals, couples and families. Supports may include family counseling sessions and other supports. 0.2 FTE x 96,408 Annual Salary = 19,282
	1119	Bereavement Support Clinician	19,282	Bereavement Support Clinician will assist with data entry and reporting, bereavement support phone calls, outreach and education, and administrative duties. 0.3 FTE x 64,272 Annual Salary = 19,282
	1120	After Hour On-Call Clinicians	35,782	On Call Clinicians take calls 7 days in a work period (weekdays, weekends and holidays) after the agency's normal working hours. This wage compensates the employee for being available for immediate responses to LOSS team requests. Clinicians are required for immediate responses due to the nature of the trauma related to suicide death and the impact on survivors, including the risk of survivors becoming suicidal. It is also the role of the clinician to provide support and guidance to suicide LOSS survivor volunteer and first responders. Rate is \$6/hour for non holiday hours and \$9/hour for holidays. 350 days x 15 after hours x \$6.18 = 32,445, plus holidays 15 days x 24 after hours x \$9.27 = 3,337, combined cost is \$35,782
	1121	After Hour Response Clinicians	8,652	The After Hours Response Clinician responds to LOSS calls outside of normal business hours, providing immediate support and guidance to suicide LOSS survivors; also conduct debriefing with the on scene volunteers. These are on site attendance. 48 calls @ an average of 2.5 hours / call at an overtime average rate of \$72.10/hour = \$8,652
	1122	Support Group Facilitation	6,922	Support groups are facilitated by a trained clinician and a total of 45 groups sessions are held per year at an estimated average cost of \$153.81/session. Group sessions are conducted by a staff clinician. Groups are offered in evenings with overtime rates applicable. These are conducted by Hinds employees on hourly salary rates; calculated at OT rate (two hours for group, group set up, group preparation at average rate of \$153.81 covering an average of 2 hours for each session; 45 sessions x \$153.81 / session = \$6,720
Direct Employee Benefits			21,587	
	1201	Retirement	3,925	3% match up to 6% of allowable LOSS contract salary. Salaries for SOSL Program Coord, Licensed Clinician, CGH Director, & Bereavement Clin Support (participants); (63,415 + 19,282+ 28,840 + 19,282) x .06 / 2 (to represent 3% match)
	1202	Worker's Compensation	565	Starting with 2024 rates based on WC class codes and experience modifiers applied to allowable LOSS contract salaries. WC rate for Class 8742 is .31% ; Total salaries 182,175 x .31% = \$565
	1203	Health Insurance	16,819	Based on current negotiated rates; prorated over FTE (\$849.60 / month / employee, 4 employees with coverage, used FTE count or % of employee to prorate health care insurance costs over Loss and Other. Participants are SOSL Program Coordinator at .8, Licensed Clinical at .2, Program Director at .2, and Bereavement Clin Support at .3 FTE. Then, the monthly cost is annualized by multiplying it by 12. (849.60 x .8) + (849.60 x .2) + (849.46 x .2) + (849.46 x .3) and the total multiplied by 12 = 15,290; Health care costs increases are estimated at 10% year; 15,290 x 1.10 = 16,819

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1204	Other (specify) - Life Insurance	278	Benefit costs are based on federal / state mandated costs; benefits are based on best market rates and negotiated each year, prorated per FTE. SOSL Coordinator is at 14.63 with .8 = 11.70, Licensed Clin is at 17.56 with .2 FTE = 3.51, Program Director is at 26.79 at .2 FTE = 5.36, , and the Bereavement Clin is at 8.74 with .3 FTE = 2.62. The Support Group Facilitator - no cost associated. Those rates (11.70 + 3.51 + 5.36 + 2.62)x 12 months = 278.35
Direct Payroll Taxes & Expenses:			14,303	
	1301	OASDI	-	
	1302	FICA/MEDICARE	13,938	7.65% x 182,175 LOSS contract salaries; IRS requirement for employer contribution
	1303	SUI	365	.2% of LOSS contract allowable wages Of 182,175

3000: DIRECT OPERATING EXPENSES			38,134	
	3001	Telecommunications	2,472	Cell phones, dedicated LOSS landline, laptops and internet purchased and secured for LOSS team usage. Estimate based on current run rates. \$51.5 x 4 staff x 12 months = \$2472
	3002	Printing/Postage	2,266	Postage will be used to mail out bereavement and informational resource packets to families in our communities. Mailings include invitations to special events. Printing costs cover flyers, brochures, informational packets and business cards. Estimated average \$188.83 x 12 months = \$2266
	3003	Office, Household & Program Supplies	2,369	The Program Supply, Office and Household budget will cover suicide grief goods for children, resources from the American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits containing blankets, journals, and other helpful items for the families. Estimate \$197.42 x 12 months = \$2369
	3004	Advertising	2,369	Advertising covers folders, flyers, envelopes and other materials to advertise to gather volunteers and to inform first responders, other key stakeholders and the community about the LOSS program. Also to cover registration fees for booths and events. Estimate \$197.42 x 12 months = \$2369
	3005	Staff Development & Training	4,120	Training will include trauma informed care interventions to include EMDR training and consultation, and ongoing suicide loss and prevention education which may include annual AAS and Loss Team Conferences.
	3006	Staff Mileage	1,648	Mileage covers travel to and from scenes at Hind Hospice reimbursement rate of .67/mile. 205 miles x 12 months x .67 = \$1648
	3007	Subscriptions & Memberships	333	Membership to professional organizations will be maintained to CAMTF (California Association of Marriage and Family Therapists) and AAS (American Association of Suicidology). These organizations are a source of information for internal use, other resources for a community and for brochures. Senior Professional \$209/year for AAS and CAMTF dues are \$124.
	3009	Other (specify) - Retreat	20,085	The program brings LOSS clients together for a weekend of therapy and healing. The cost is for two events per contract year and to include meals and lodging for approximately 100 participants per year. Cost for the retreat is \$10,042.5 x 2 retreats = \$20085
	3010	Other (specify) - Background Checks	927	Background checks are conducted for each LOSS team member (staff and volunteers) to ensure the safety and protection of the community. LOSS team members enter homes and workplaces of survivors. Background checks can range in cost. We are assuming the minimum of \$46.35 per basic check and this will cover 20 verifications per year.
	3011	Other (specify) - Uniforms/Badges	515	All LOSS team members wear a designated uniform and carry identification when providing professional on-scene support. Costs can vary and uniforms are for staff and also for volunteers as a way to quickly identify our team on any scene or event.
	3012	Other (specify) - Travel	1,030	Travel with Education; expenses related to travel to conference locations noted under Education (Line #3005). Travel costs can vary with venue and time of year. This cost could cover a round trip ticket and/or hotel expenses.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4000: DIRECT FACILITIES & EQUIPMENT		6,307	
4002	Rent/Lease Building	4,125	Space is dedicated for counseling services, group therapy meetings, and administrative services including the storage of literature. Based on Sq. Ft of Building and measurement of office space and group session space. Lease provided as an additional attachment. Approximately 275 sq. ft is dedicated to CG&H, specifically those spaces with employees on the contract, and for group session space. 275 sq ft x \$15 / sq ft = 4,125
4005	Security	2,182	Security; grief support groups are held in the evening to help ensure the safety of the participants. Armed guard services include postings at entrances and escorts to cars for clients; Rate is \$30.31 / hour for 1.6 hours for the 45 sessions held per year.
5000: DIRECT SPECIAL EXPENSES		1,339	
5004	Translation Services	1,339	To meet the needs of our diverse community, we must provide means of effective communication. This is a service is engaged on an as needed basis. Usage cannot be predicted. However, when necessary, there will no delay in providing this to clients.
6000: INDIRECT EXPENSES		2,678	
6003	Accounting/Bookkeeping	2,678	A .022 FTE is dedicatd to managing the contract, budget modifications and monthly invoicing for the LOSS program. Salary is 121,727 x .022 = 2,678

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 266,523

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 266,523

BUDGET CHECK:

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LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2026-2027

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Director	0.20		\$ 29,705	\$ 29,705
1117	Program Coordinator	0.80		\$ 65,318	\$ 65,318
1118	Licensed Clinician	0.20		\$ 19,860	\$ 19,860
1119	Bereavement Support Clinician	0.30		\$ 19,860	\$ 19,860
1120	After Hour On-Call Clinicians	2.70		\$ 36,856	\$ 36,856
1121	After Hour Response Clinicians	0.06		\$ 8,912	\$ 8,912
1122	Support Group Facilitation	0.04		\$ 7,129	\$ 7,129
Direct Personnel Program Salaries Subtotal		4.30		\$ 187,640	\$ 187,640

	Admin	Program	Total
Direct Personnel Salaries Subtotal	4.30	\$ -	\$ 187,640

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ -	\$ 4,042	\$ 4,042
1202	Worker's Compensation		\$ 582	\$ 582
1203	Health Insurance		\$ 18,500	\$ 18,500
1204	Other (specify) - Life Insurance		\$ 278	\$ 278
Direct Employee Benefits Subtotal:		\$ -	\$ 23,402	\$ 23,402

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	-	\$ 14,356	\$ 14,356
1303	SUI	-	\$ 387	\$ 387
Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ 14,743	\$ 14,743

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:	Admin	Program	Total
	\$ -	\$ 225,785	\$ 225,785

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:

Admin

Program

0%

100%

3000: DIRECT OPERATING EXPENSES

Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,546
3002	Printing/Postage	\$ 2,334
3003	Office, Household & Program Supplies	\$ 2,440
3004	Advertising	\$ 2,440
3005	Staff Development & Training	\$ 4,244
3006	Staff Mileage	\$ 1,697
3007	Subscriptions & Memberships	\$ 343
3009	Other (specify) - Retreat	\$ 20,688
3010	Other (specify) - Background Checks	\$ 955
3011	Other (specify) - Uniforms/Badges	\$ 530
3012	Other (specify) - Travel	\$ 1,061
DIRECT OPERATING EXPENSES TOTAL:		\$ 39,278

4000: DIRECT FACILITIES & EQUIPMENT

Acct #	Line Item Description	Amount
4002	Rent/Lease Building	\$ 4,125
4005	Security	\$ 2,247
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 6,372

5000: DIRECT SPECIAL EXPENSES

Acct #	Line Item Description	Amount
5004	Translation Services	\$ 1,379
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,379

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	
6003	Accounting/Bookkeeping	\$ 2,758
INDIRECT EXPENSES TOTAL		\$ 2,758

INDIRECT COST RATE	1.01%
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TOTAL PROGRAM EXPENSES	\$ 275,572
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PROGRAM FUNDING SOURCES**8300 - MENTAL HEALTH SERVICE ACT (MHSA)**

Acct #	MHSA Component	MHSA Program Name	Amount
8302	PEI - Prevention & Early Intervention	Suicide Prevention	\$ 275,572
MHSA TOTAL			\$ 275,572

TOTAL PROGRAM FUNDING SOURCES:	\$ 275,572
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NET PROGRAM COST:	\$ -
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LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM**Hinds Hospice****Fiscal Year (FY) 2026-2027****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 %
Program Director	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Coordinator	Fresno County LOSS Team	0.80
	Other Programs	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Licensed Clinician	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bereavement Support Clinician	Fresno County LOSS Team	0.30
	Other Programs	0.70
Total		1.00

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2026-2027 Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS			225,785	
Administrative Positions			-	
Program Positions			187,640	
	1116	Program Director	29,705	The director is responsible for developing, coordinating, supervising, providing and / assuring provision of bereavement services to through the Center for Grief and Healing. Director oversees all aspects of the various bereavement programs and provides supervision to staff involved in the Program. The Director also provides direct services to LOSS clients. 0.2 FTE x 148,526 Annual Salary = 29705
	1117	Program Coordinator	65,318	The Program Coordinator is responsible for coordinating and providing grief support services, community education and outreach to include supervision of volunteers. Program Coordinator also responds to LOSS calls that occur during normal business hours. 0.8 FTE x 81649 Annual Salary = 66318
	1118	Licensed Clinician	19,860	The Licensed Clinician provides support to grieving individuals, couples and families. Supports may include family counseling sessions and other supports. 0.2 FTE x 99300 Annual Salary = 19,860
	1119	Bereavement Support Clinician	19,860	Bereavement Support Clinician will assist with data entry and reporting, bereavement support phone calls, outreach and education, and administrative duties. 0.3 FTE x 66200 Annual Salary = 19,860
	1120	After Hour On-Call Clinicians	36,856	On Call Clinicians take calls 7 days in a work period (weekdays, weekends and holidays) after the agency's normal working hours. This wage compensates the employee for being available for immediate responses to LOSS team requests. Clinicians are required for immediate responses due to the nature of the trauma related to suicide death and the impact on survivors, including the risk of survivors becoming suicidal. It is also the role of the clinician to provide support and guidance to suicide LOSS survivor volunteer and first responders. Rate is \$6/hour for non holiday hours and \$9/hour for holidays. 350 days x 15 after hours x \$6.37 = 33443, plus holidays 15 days x 24 after hours x \$9.48 = 3,413, combined cost is \$36856
	1121	After Hour Response Clinicians	8,912	The After Hours Response Clinician responds to LOSS calls outside of normal business hours, providing immediate support and guidance to suicide LOSS survivors; also conduct debriefing with the on scene volunteers. These are on site attendance. 48 calls @ an average of 2.5 hours / call at an overtime average rate of \$74.27/hour = \$8912
	1122	Support Group Facilitation	7,129	Support groups are facilitated by a trained clinician and a total of 45 groups sessions are held per year at an estimated average cost of \$158.42/session. Group sessions are conducted by a staff clinician. Groups are offered in evenings with overtime rates applicable. These are conducted by Hinds employees on hourly salary rates; calculated at OT rate (two hours for group, group set up, group preparation at average rate of \$158.42 covering an average of 2 hours for each session; 45 sessions x \$158.42 / session = \$7129
Direct Employee Benefits			23,402	
	1201	Retirement	4,042	3% match up to 6% of allowable LOSS contract salary. Salaries for SOSL Program Coord, Licensed Clinician, CGH Director, & Bereavement Clin Support (participants); (65,318 + 19,860+ 29,705 + 19,860) x .06 / 2 (to represent 3% match)
	1202	Worker's Compensation	582	Starting with 2024 rates based on WC class codes and experience modifiers applied to allowable LOSS contract salaries. WC rate for Class 8742 is .31% ; Total salaries 187,640 x .31% = \$582

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1203	Health Insurance	18,500	Based on current negotiated rates; prorated over FTE (\$849.60 / month / employee, 4 employees with coverage, used FTE count or % of employee to prorate health care insurance costs over Loss and Other. Participants are SOSL Program Coordinator at .8, Licensed Clinical at .2, Program Director at .2, and Bereavement Clin Support at .3 FTE. Then, the monthly cost is annualized by multiplying it by 12. $(849.60 \times .8) + (849.60 \times .2) + (849.46 \times .2) + (849.46 \times .3)$ and the total multiplied by 12 = 15,290; Health care costs increases are estimated at 10% year; $15,290 \times 1.10 = 16,819$; with add'l 10% increase = 18,501
	1204	Other (specify) - Life Insurance	278	Benefit costs are based on federal / state mandated costs; benefits are based on best market rates and negotiated each year, prorated per FTE. SOSL FTE is at 14.63 with .8 = 11.70, Licensed Clin is at 17.56 with .2 FTE = 3.51, Program Director is at 26.79 at .2 FTE = 5.36, , and the Bereavement Clin is at 8.74 with .3 FTE = 2.62. The Support Group Facilitator - no cost associated. Those rates $(11.70 + 3.51 + 5.36 + 2.62) \times 12$ months = 278.35
Direct Payroll Taxes & Expenses:			14,743	
	1301	OASDI	-	
	1302	FICA/MEDICARE	14,356	7.65% x 187,640 LOSS contract salaries; IRS requirement for employer contribution
	1303	SUI	387	.2% of LOSS contract allowable wages Of 187,640

3000: DIRECT OPERATING EXPENSES			39,278	
	3001	Telecommunications	2,546	Cell phones, dedicated LOSS landline, laptops and internet purchased and secured for LOSS team usage. Estimate based on current run rates. $\$53.04 \times 4$ staff x 12 months = \$2546
	3002	Printing/Postage	2,334	Postage will be used to mail out bereavement and informational resource packets to families in our communities. Mailings include invitations to special events. Printing costs cover flyers, brochures, informational packets and business cards. Estimated average $\$194.5 \times 12$ months = \$2334
	3003	Office, Household & Program Supplies	2,440	The Program Supply, Office and Household budget will cover suicide grief goods for children, resources from the American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits containing blankets, journals, and other helpful items for the families. Estimate $\$203.33 \times 12$ months = \$2440
	3004	Advertising	2,440	Advertising covers folders, flyers, envelopes and other materials to advertise to gather volunteers and to inform first responders, other key stakeholders and the community about the LOSS program. Also to cover registration fees for booths and events. Estimate $\$203.33 \times 12$ months = \$2440
	3005	Staff Development & Training	4,244	Training will include trauma informed care interventions to include EMDR training and consultation, and ongoing suicide loss and prevention education which may include annual AAS and Loss Team Conferences.
	3006	Staff Mileage	1,697	Mileage covers travel to and from scenes at Hind Hospice reimbursement rate of .67/mile. 211 miles x 12 months x .67 = \$1697
	3007	Subscriptions & Memberships	343	Membership to professional organizations will be maintained to CAMTF (California Association of Marriage and Family Therapists) and AAS (American Association of Suicidology). These organizations are a source of information for internal use, other resources for a community and for brochures. Senior Professional \$209/year for AAS and CAMFT dues are \$124.
	3009	Other (specify) - Retreat	20,688	The program brings LOSS clients together for a weekend of therapy and healing. The cost is for two events per contract year and to include meals and lodging for approximately 100 participants per year. Cost for the retreat is $\$10,334 \times 2$ retreats = \$20688
	3010	Other (specify) - Background Checks	955	Background checks are conducted for each LOSS team member (staff and volunteers) to ensure the safety and protection of the community. LOSS team members enter homes and workplaces of survivors. Background checks can range in cost. We are assuming the minimum of \$47.75 per basic check and this will cover 20 verifications per year.
	3011	Other (specify) - Uniforms/Badges	530	All LOSS team members wear a designated uniform and carry identification when providing professional on-scene support. Costs can vary and uniforms are for staff and also for volunteers as a way to quickly identify our team on any scene or event.
	3012	Other (specify) - Travel	1,061	Travel with Education; expenses related to travel to conference locations noted under Education (Line #3005). Travel costs can vary with venue and time of year. This cost could cover a round trip ticket and/or hotel expenses.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4000: DIRECT FACILITIES & EQUIPMENT		6,372	
4002	Rent/Lease Building	4,125	Space is dedicated for counseling services, group therapy meetings, and administrative services including the storage of literature. Based on Sq. Ft of Building and measurement of office space and group session space. Lease provided as an additional attachment. Approximately 275 sq. ft is dedicated to CG&H, specifically those spaces with employees on the contract, and for group session space. 275 sq ft x \$15 / sq ft = 4,125
4005	Security	2,247	Security; grief support groups are held in the evening to help ensure the safety of the participants. Armed guard services include postings at entrances and escorts to cars for clients; Rate is \$31.21 / hour for 1.6 hours for the 45 sessions held per year.
5000: DIRECT SPECIAL EXPENSES		1,379	
5004	Translation Services	1,379	To meet the needs of our diverse community, we must provide means of effective communication. This is a service is engaged on an as needed basis. Usage cannot be predicted. However, when necessary, there will no delay in providing this to clients.
6000: INDIRECT EXPENSES		2,758	
6003	Accounting/Bookkeeping	2,758	A .022 FTE is dedicatd to managing the contract, budget modifications and monthly invoicing for the LOSS program. Salary is 125,364 x .022 = 2,758
TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:		275,572	
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:		275,572	
BUDGET CHECK:		-	

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2027-2028

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Director	0.20		\$ 30,596	\$ 30,596
1117	Program Coordinator	0.80		67,277	67,277
1118	Licensed Clinician	0.20		20,456	20,456
1119	Bereavement Support Clinician	0.30		20,456	20,456
1120	After Hour On-Call Clinicians	2.70		37,961	37,961
1121	After Hour Response Clinicians	0.06		9,179	9,179
1122	Support Group Facilitation	0.04		7,343	7,343
Direct Personnel Program Salaries Subtotal		4.30		\$ 193,268	\$ 193,268

	Admin	Program	Total
Direct Personnel Salaries Subtotal	4.30	\$ -	\$ 193,268

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ -	\$ 4,164	\$ 4,164
1202	Worker's Compensation	-	600	600
1203	Health Insurance	-	20,351	20,351
1204	Other (specify) - Life Insurance	-	278	278
Direct Employee Benefits Subtotal:		\$ -	\$ 25,393	\$ 25,393

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	-	14,787	14,787
1303	SUI	-	387	387
Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ 15,174	\$ 15,174

DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:	Admin	Program	Total
	\$ -	\$ 233,835	\$ 233,835

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:

Admin	Program
0%	100%

3000: DIRECT OPERATING EXPENSES

Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,623
3002	Printing/Postage	2,404
3003	Office, Household & Program Supplies	2,513
3004	Advertising	2,513
3005	Staff Development & Training	4,371
3006	Staff Mileage	1,748
3007	Subscriptions & Memberships	353
3009	Other (specify) - Retreat	21,308
3010	Other (specify) - Background Checks	983
3011	Other (specify) - Uniforms/Badges	546
3012	Other (specify) - Travel	1,093
DIRECT OPERATING EXPENSES TOTAL:		\$ 40,456

4000: DIRECT FACILITIES & EQUIPMENT

Acct #	Line Item Description	Amount
4002	Rent/Lease Building	4,125
4005	Security	2,315
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 6,440

5000: DIRECT SPECIAL EXPENSES

Acct #	Line Item Description	Amount
5004	Translation Services	1,421
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,421

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	
6003	Accounting/Bookkeeping	2,841
INDIRECT EXPENSES TOTAL		\$ 2,841

INDIRECT COST RATE	1.01%
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TOTAL PROGRAM EXPENSES	\$ 284,993
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PROGRAM FUNDING SOURCES**8300 - MENTAL HEALTH SERVICE ACT (MHSA)**

Acct #	MHSA Component	MHSA Program Name	Amount
8302	PEI - Prevention & Early Intervention	Suicide Prevention	284,993
MHSA TOTAL			\$ 284,993

TOTAL PROGRAM FUNDING SOURCES:	\$ 284,993
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NET PROGRAM COST:	\$ -
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LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM**Hinds Hospice****Fiscal Year (FY) 2027-2028****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 %
Program Director	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Coordinator	Fresno County LOSS Team	0.80
	Other Programs	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Licensed Clinician	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bereavement Support Clinician	Fresno County LOSS Team	0.30
	Other Programs	0.70
Total		1.00

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2027-2028 Budget Narrative

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1000: DIRECT SALARIES & BENEFITS		233,835		
Administrative Positions		-		
Program Positions		193,268		
1116	Program Director	30,596	The director is responsible for developing, coordinating, supervising, providing and / assuring provision of bereavement services to through the Center for Grief and Healing. Director oversees all aspects of the various bereavement programs and provides supervision to staff involved in the Program. The Director also provides direct services to LOSS clients. 0.2 FTE x 152982 Annual Salary = 30596	
1117	Program Coordinator	67,277	The Program Coordinator is responsible for coordinating and providing grief support services, community education and outreach to include supervision of volunteers. Program Coordinator also responds to LOSS calls that occur during normal business hours. 0.8 FTE x 84098 Annual Salary = 67277	
1118	Licensed Clinician	20,456	The Licensed Clinician provides support to grieving individuals, couples and families. Supports may include family counseling sessions and other supports. 0.2 FTE x 102279 Annual Salary = 20456	
1119	Bereavement Support Clinician	20,456	Bereavement Support Clinician will assist with data entry and reporting, bereavement support phone calls, outreach and education, and administrative duties. 0.3 FTE x 68186 Annual Salary = 20456	
1120	After Hour On-Call Clinicians	37,961	On Call Clinicians take calls 7 days in a work period (weekdays, weekends and holidays) after the agency's normal working hours. This wage compensates the employee for being available for immediate responses to LOSS team requests. Clinicians are required for immediate responses due to the nature of the trauma related to suicide death and the impact on survivors, including the risk of survivors becoming suicidal. It is also the role of the clinician to provide support and guidance to suicide LOSS survivor volunteer and first responders. Rate is \$6/hour for non holiday hours and \$9/hour for holidays. 350 days x 15 after hours x \$6.56 = 34440, plus holidays 15 days x 24 after hours x \$9.78 = 3,521, combined cost is \$37961	
1121	After Hour Response Clinicians	9,179	The After Hours Response Clinician responds to LOSS calls outside of normal business hours, providing immediate support and guidance to suicide LOSS survivors; also conduct debriefing with the on scene volunteers. These are on site attendance. 48 calls @ an average of 2.5 hours / call at an overtime average rate of \$76.49/hour = \$8,652	
1122	Support Group Facilitation	7,343	Support groups are facilitated by a trained clinician and a total of 45 groups sessions are held per year at an estimated average cost of \$163.18/session. Group sessions are conducted by a staff clinician. Groups are offered in evenings with overtime rates applicable. These are conducted by Hinds employees on hourly salary rates; calculated at OT rate (two hours for group, group set up, group preparation at average rate of \$163.18 covering an average of 2 hours for each session; 45 sessions x \$163.18 / session = \$7343	
Direct Employee Benefits		25,393		
1201	Retirement	4,164	3% match up to 6% of allowable LOSS contract salary. Salaries for SOSL Program Coord, Licensed Clinician, CGH Director, & Bereavement Clin Support (participants); (67,277 +30,596 + 20,456 +,20,456) x .06 / 2 (to represent 3% match)	
1202	Worker's Compensation	600	Starting with 2024 rates based on WC class codes and experience modifiers applied to allowable LOSS contract salaries. WC rate for Class 8742 is .31% ; Total salaries 193,290.298,x .31% = \$600	
1203	Health Insurance	20,351	Based on current negotiated rates; prorated over FTE (\$849.60 / month / employee, 4 employees with coverage, used FTE count or % of employee to prorate health care insurance costs over Loss and Other. Participants are SOSL Program Coordinator at .8, Licensed Clinical at .2, Program Director at .2, and Bereavement Clin Support at .3 FTE. Then, the monthly cost is annualized by multiplying it by 12. (849.60 x .8) + (849.60 x .2) + (849.46 x .2) + (849.46 x .3) and the total multiplied by 12 = 15,290; Health care costs increases are estimated at 10% year; 15,290 x 1.10 = 16,819; with add'l 10% increase = 18,501; with 10% increase for year 18,501 x 1.10 = 20,351	

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1204	Other (specify) - Life Insurance	278	Benefit costs are based on federal / state mandated costs; benefits are based on best market rates and negotiated each year, prorated per FTE. SOSL FTE is at 14.63 with .8 = 11.70, Licensed Clin is at 17.56 with .2 FTE = 3.51, Program Director is at 26.79 at .2 FTE = 5.36, , and the Bereavement Clin is at 8.74 with .3 FTE = 2.62. The Support Group Facilitator - no cost associated. Those rates (11.70 + 3.51 + 5.36 + 2.62)x 12 months = 278.35
Direct Payroll Taxes & Expenses:			15,174	
	1301	OASDI	-	
	1302	FICA/MEDICARE	14,787	7.65% x 193,290.29 LOSS contract salaries; IRS requirement for employer contribution
	1303	SUI	387	.2% of LOSS contract allowable wages Of 193,290.29

3000: DIRECT OPERATING EXPENSES			40,456	
	3001	Telecommunications	2,623	Cell phones, dedicated LOSS landline, laptops and internet purchased and secured for LOSS team usage. Estimate based on current run rates. \$54.65 x 4 staff x 12 months = \$2623
	3002	Printing/Postage	2,404	Postage will be used to mail out bereavement and informational resource packets to families in our communities. Mailings include invitations to special events. Printing costs cover flyers, brochures, informational packets and business cards. Estimated average \$200.33 x 12 months = \$2404
	3003	Office, Household & Program Supplies	2,513	The Program Supply, Office and Household budget will cover suicide grief goods for children, resources from the American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits containing blankets, journals, and other helpful items for the families. Estimate \$209.42 x 12 months = \$2513
	3004	Advertising	2,513	Advertising covers folders, flyers, envelopes and other materials to advertise to gather volunteers and to inform first responders, other key stakeholders and the community about the LOSS program. Also to cover registration fees for booths and events. Estimate \$209.42 x 12 months = \$2513
	3005	Staff Development & Training	4,371	Training will include trauma informed care interventions to include EMDR training and consultation, and ongoing suicide loss and prevention education which may include annual AAS and Loss Team Conferences.
	3006	Staff Mileage	1,748	Mileage covers travel to and from scenes at Hind Hospice reimbursement rate of .67/mile. 217 miles x 12 months x .67 = \$1748
	3007	Subscriptions & Memberships	353	Membership to professional organizations will be maintained to CAMTF (California Association of Marriage and Family Therapists) and AAS (American Association of Suicidology). These organizations are a source of information for internal use, other resources for a community and for brochures. Senior Professional \$209/year for AAS and CAMFT dues are \$124.
	3009	Other (specify) - Retreat	21,308	The program brings LOSS clients together for a weekend of therapy and healing. The cost is for two events per contract year and to include meals and lodging for approximately 100 participants per year. Cost for the retreat is \$10,654 x 2 retreats = \$21308
	3010	Other (specify) - Background Checks	983	Background checks are conducted for each LOSS team member (staff and volunteers) to ensure the safety and protection of the community. LOSS team members enter homes and workplaces of survivors. Background checks can range in cost. We are assuming the minimum of \$49.15 per basic check and this will cover 20 verifications per year.
	3011	Other (specify) - Uniforms/Badges	546	All LOSS team members wear a designated uniform and carry identification when providing professional on-scene support. Costs can vary and uniforms are for staff and also for volunteers as a way to quickly identify our team on any scene or event.
	3012	Other (specify) - Travel	1,093	Travel with Education; expenses related to travel to conference locations noted under Education (Line #3005). Travel costs can vary with venue and time of year. This cost could cover a round trip ticket and/or hotel expenses.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4000: DIRECT FACILITIES & EQUIPMENT		6,440	
4002	Rent/Lease Building	4,125	Space is dedicated for counseling services, group therapy meetings, and administrative services including the storage of literature. Based on Sq. Ft of Building and measurement of office space and group session space. Lease provided as an additional attachment. Approximately 275 sq. ft is dedicated to CG&H, specifically those spaces with employees on the contract, and for group session space. 275 sq ft x \$15 / sq ft = 4,125
4005	Security	2,315	Security; grief support groups are held in the evening to help ensure the safety of the participants. Armed guard services include postings at entrances and escorts to cars for clients; Rate is \$32.15 / hour for 1.6 hours for the 45 sessions held per year.
5000: DIRECT SPECIAL EXPENSES		1,421	
5004	Translation Services	1,421	To meet the needs of our diverse community, we must provide means of effective communication. This is a service is engaged on an as needed basis. Usage cannot be predicted. However, when necessary, there will no delay in providing this to clients.
6000: INDIRECT EXPENSES		2,841	
6003	Accounting/Bookkeeping	2,841	A .022 FTE is dedicatd to managing the contract, budget modifications and monthly invoicing for the LOSS program. Salary is 129136 x .022 = 2841
TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:		284,993	
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:		284,993	
BUDGET CHECK:		-	

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2028-2029

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
Direct Personnel Admin Salaries Subtotal		0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
1116	Program Director	0.20		\$ 31,514	\$ 31,514
1117	Program Coordinator	0.80		\$ 69,295	\$ 69,295
1118	Licensed Clinician	0.20		\$ 21,070	\$ 21,070
1119	Bereavement Support Clinician	0.30		\$ 21,070	\$ 21,070
1120	After Hour On-Call Clinicians	2.70		\$ 39,100	\$ 39,100
1121	After Hour Response Clinicians	0.06		\$ 9,455	\$ 9,455
1122	Support Group Facilitation	0.04		\$ 7,563	\$ 7,563
Direct Personnel Program Salaries Subtotal		4.30		\$ 199,067	\$ 199,067
			Admin	Program	Total
Direct Personnel Salaries Subtotal		4.30	\$ -	\$ 199,067	\$ 199,067

Direct Employee Benefits

Acct #	Description	Admin	Program	Total
1201	Retirement	\$ -	\$ 4,289	\$ 4,289
1202	Worker's Compensation	-	\$ 617	\$ 617
1203	Health Insurance	-	\$ 20,967	\$ 20,967
1204	Other (specify) - Life Insurance	-	\$ 278	\$ 278
Direct Employee Benefits Subtotal:		\$ -	\$ 26,151	\$ 26,151

Direct Payroll Taxes & Expenses:

Acct #	Description	Admin	Program	Total
1301	OASDI	\$ -	\$ -	\$ -
1302	FICA/MEDICARE	-	\$ 15,230	\$ 15,230
1303	SUI	-	\$ 398	\$ 398
Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ 15,628	\$ 15,628
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ -	\$ 240,846	\$ 240,846

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:

Admin	Program
0%	100%

3000: DIRECT OPERATING EXPENSES

Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 2,701
3002	Printing/Postage	\$ 2,476
3003	Office, Household & Program Supplies	\$ 2,589
3004	Advertising	\$ 2,589
3005	Staff Development & Training	\$ 4,502
3006	Staff Mileage	\$ 1,801
3007	Subscriptions & Memberships	\$ 364
3009	Other (specify) - Retreat	\$ 21,947
3010	Other (specify) - Background Checks	\$ 1,013
3011	Other (specify) - Uniforms/Badges	\$ 563
3012	Other (specify) - Travel	\$ 1,126
DIRECT OPERATING EXPENSES TOTAL:		\$ 41,670

4000: DIRECT FACILITIES & EQUIPMENT

Acct #	Line Item Description	Amount
4002	Rent/Lease Building	\$ 4,125
4005	Security	\$ 2,384
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 6,509

5000: DIRECT SPECIAL EXPENSES

Acct #	Line Item Description	Amount
5004	Translation Services	\$ 1,463
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,463

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	
6003	Accounting/Bookkeeping	\$ 2,926
INDIRECT EXPENSES TOTAL		\$ 2,926

INDIRECT COST RATE	1.01%
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TOTAL PROGRAM EXPENSES	\$ 293,414
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PROGRAM FUNDING SOURCES**8300 - MENTAL HEALTH SERVICE ACT (MHSA)**

Acct #	MHSA Component	MHSA Program Name	Amount
8302	PEI - Prevention & Early Intervention	Suicide Prevention	\$ 293,414
MHSA TOTAL			\$ 293,414

TOTAL PROGRAM FUNDING SOURCES:	\$ 293,414
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NET PROGRAM COST:	\$ -
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LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM**Hinds Hospice****Fiscal Year (FY) 2028-2029****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 %
Program Director	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Program Coordinator	Fresno County LOSS Team	0.80
	Other Programs	0.20
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Licensed Clinician	Fresno County LOSS Team	0.20
	Other Programs	0.80
Total		1.00

Position	Contract #/Name/Department/County	FTE %
Bereavement Support Clinician	Fresno County LOSS Team	0.30
	Other Programs	0.70
Total		1.00

LOCAL OUTREACH TO SUICIDE SURVIVORS (LOSS) TEAM

Hinds Hospice

Fiscal Year (FY) 2028-2029 Budget Narrative

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
1000: DIRECT SALARIES & BENEFITS		240,846		
Administrative Positions		-		
Program Positions		199,067		
1116	Program Director	31,514	The director is responsible for developing, coordinating, supervising, providing and / assuring provision of bereavement services to through the Center for Grief and Healing. Director oversees all aspects of the various bereavement programs and provides supervision to staff involved in the Program. The Director also provides direct services to LOSS clients. 0.2 FTE x 157571 Annual Salary = 31514	
1117	Program Coordinator	69,295	The Program Coordinator is responsible for coordinating and providing grief support services, community education and outreach to include supervision of volunteers. Program Coordinator also responds to LOSS calls that occur during normal business hours. 0.8 FTE x 86621 Annual Salary = 69295	
1118	Licensed Clinician	21,070	The Licensed Clinician provides support to grieving individuals, couples and families. Supports may include family counseling sessions and other supports. 0.2 FTE x 105348 Annual Salary = 21070	
1119	Bereavement Support Clinician	21,070	Bereavement Support Clinician will assist with data entry and reporting, bereavement support phone calls, outreach and education, and administrative duties. 0.3 FTE x 70232 Annual Salary = 21720	
1120	After Hour On-Call Clinicians	39,100	On Call Clinicians take calls 7 days in a work period (weekdays, weekends and holidays) after the agency's normal working hours. This wage compensates the employee for being available for immediate responses to LOSS team requests. Clinicians are required for immediate responses due to the nature of the trauma related to suicide death and the impact on survivors, including the risk of survivors becoming suicidal. It is also the role of the clinician to provide support and guidance to suicide LOSS survivor volunteer and first responders. Rate is \$6/hour for non holiday hours and \$9/hour for holidays. 350 days x 15 after hours x \$6.75 = 35438, plus holidays 15 days x 24 after hours x \$10.17 = 3662, combined cost is \$39100	
1121	After Hour Response Clinicians	9,455	The After Hours Response Clinician responds to LOSS calls outside of normal business hours, providing immediate support and guidance to suicide LOSS survivors; also conduct debriefing with the on scene volunteers. These are on site attendance. 48 calls @ an average of 2.5 hours / call at an overtime average rate of \$84.04/hour = \$9455	
1122	Support Group Facilitation	7,563	Support groups are facilitated by a trained clinician and a total of 45 groups sessions are held per year at an estimated average cost of \$168.07/session. Group sessions are conducted by a staff clinician. Groups are offered in evenings with overtime rates applicable. These are conducted by Hinds employees on hourly salary rates; calculated at OT rate (two hours for group, group set up, group preparation at average rate of \$168.07 covering an average of 2 hours for each session; 45 sessions x \$168.07/ session = \$7563	
Direct Employee Benefits		26,151		
1201	Retirement	4,289	3% match up to 6% of allowable LOSS contract salary. Salaries for SOSL Program Coord, Licensed Clinician, CGH Director, & Bereavement Clin Support (participants); (69,295 +31,514 + 21,070 +21,070) x .06 / 2 (to represent 3% match)	
1202	Worker's Compensation	617	Starting with 2024 rates based on WC class codes and experience modifiers applied to allowable LOSS contract salaries. WC rate for Class 8742 is .31% ; Total salaries 199,067 x .31% = \$617	
1203	Health Insurance	20,967	Based on current negotiated rates; prorated over FTE (\$849.60 / month / employee, 4 employees with coverage, used FTE count or % of employee to prorate health care insurance costs over Loss and Other. Participants are SOSL Program Coordinator at .8, Licensed Clinical at .2, Program Director at .2, and Bereavement Clin Support at .3 FTE. Then, the monthly cost is annualized by multiplying it by 12. (849.60 x .8) + (849.60 x .2) + (849.46 x .2) + (849.46 x .3) and the total multiplied by 12 = 15,290; Health care costs increases are estimated at 10% year; 15,290 x 1.10 = 16,819; with add'l 10% increase = 18,501; with 10% increase for year 18,501 x 1.10 = 20,351, and the last year with a 10% increase in healthcare costs, 20,351 x 1.10 = 20,967	

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	1204	Other (specify) - Life Insurance	278	Benefit costs are based on federal / state mandated costs; benefits are based on best market rates and negotiated each year, prorated per FTE. SOSL FTE is at 14.63 with .8 = 11.70, Licensed Clin is at 17.56 with .2 FTE = 3.51, Program Director is at 26.79 at .2 FTE = 5.36, , and the Bereavement Clin is at 8.74 with .3 FTE = 2.62. The Support Group Facilitator - no cost associated. Those rates (11.70 + 3.51 + 5.36 + 2.62)x 12 months = 278.35
Direct Payroll Taxes & Expenses:			15,628	
	1301	OASDI	-	
	1302	FICA/MEDICARE	15,230	7.65% x 199,067.00 LOSS contract salaries; IRS requirement for employer contribution
	1303	SUI	398	.2% of LOSS contract allowable wages Of 199,067.00

3000: DIRECT OPERATING EXPENSES			41,670	
	3001	Telecommunications	2,701	Cell phones, dedicated LOSS landline, laptops and internet purchased and secured for LOSS team usage. Estimate based on current run rates. \$56.27 x 4 staff x 12 months = \$2623
	3002	Printing/Postage	2,476	Postage will be used to mail out bereavement and informational resource packets to families in our communities. Mailings include invitations to special events. Printing costs cover flyers, brochures, informational packets and business cards. Estimated average \$206.33 x 12 months = \$2476
	3003	Office, Household & Program Supplies	2,589	The Program Supply, Office and Household budget will cover suicide grief goods for children, resources from the American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits containing blankets, journals, and other helpful items for the families. Estimate \$215.75 x 12 months = \$2589
	3004	Advertising	2,589	Advertising covers folders, flyers, envelopes and other materials to advertise to gather volunteers and to inform first responders, other key stakeholders and the community about the LOSS program. Also to cover registration fees for booths and events. Estimate \$215.75 x 12 months = \$2589
	3005	Staff Development & Training	4,502	Training will include trauma informed care interventions to include EMDR training and consultation, and ongoing suicide loss and prevention education which may include annual AAS and Loss Team Conferences.
	3006	Staff Mileage	1,801	Mileage covers travel to and from scenes at Hind Hospice reimbursement rate of .67/mile. 224 miles x 12 months x .67 = \$1801
	3007	Subscriptions & Memberships	364	Membership to professional organizations will be maintained to CAMTF (California Association of Marriage and Family Therapists) and AAS (American Association of Suicidology). These organizations are a source of information for internal use, other resources for a community and for brochures. Senior Professional \$209/year for AAS and CAMTF dues are \$155.
	3009	Other (specify) - Retreat	21,947	The program brings LOSS clients together for a weekend of therapy and healing. The cost is for two events per contract year and to include meals and lodging for approximately 100 participants per year. Cost for the retreat is \$10,973.5 x 2 retreats = \$21947
	3010	Other (specify) - Background Checks	1,013	Background checks are conducted for each LOSS team member (staff and volunteers) to ensure the safety and protection of the community. LOSS team members enter homes and workplaces of survivors. Background checks can range in cost. We are assuming the minimum of \$50.65 per basic check and this will cover 20 verifications per year.
	3011	Other (specify) - Uniforms/Badges	563	All LOSS team members wear a designated uniform and carry identification when providing professional on-scene support. Costs can vary and uniforms are for staff and also for volunteers as a way to quickly identify our team on any scene or event.
	3012	Other (specify) - Travel	1,126	Travel with Education; expenses related to travel to conference locations noted under Education (Line #3005). Travel costs can vary with venue and time of year. This cost could cover a round trip ticket and/or hotel expenses.

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
4000: DIRECT FACILITIES & EQUIPMENT		6,509	
4002	Rent/Lease Building	4,125	Space is dedicated for counseling services, group therapy meetings, and administrative services including the storage of literature. Based on Sq. Ft of Building and measurement of office space and group session space. Lease provided as an additional attachment. Approximately 275 sq. ft is dedicated to CG&H, specifically those spaces with employees on the contract, and for group session space. 275 sq ft x \$15 / sq ft = 4,125
4005	Security	2,384	Security; grief support groups are held in the evening to help ensure the safety of the participants. Armed guard services include postings at entrances and escorts to cars for clients; Rate is \$33.11 / hour for 1.6 hours for the 45 sessions held per year.
5000: DIRECT SPECIAL EXPENSES		1,463	
5004	Translation Services	1,463	To meet the needs of our diverse community, we must provide means of effective communication. This is a service is engaged on an as needed basis. Usage cannot be predicted. However, when necessary, there will no delay in providing this to clients.
6000: INDIRECT EXPENSES		2,926	
6003	Accounting/Bookkeeping	2,926	A .022 FTE is dedicatd to managing the contract, budget modifications and monthly invoicing for the LOSS program. Salary is 133000 x .022 = 2926
TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:		293,414	
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:		293,414	
BUDGET CHECK:		-	

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the Contractor can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the Contractor can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the Contractor's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, Contractor shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the Contractor should be emailed to DBHIncidentReporting@fresnocountyca.gov and the assigned contract analyst.



Mental Health Plan (MHP) and Substance Use Disorder (SUD) services Incident Reporting System

INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of persons served, employees, or community members.

Yes! Incident reports will now be made through an on online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify DBHIncidentReporting@fresnocountyca.gov if there is additional information to be report after initial submission
- Contact DBHIncidentReporting@fresnocountyca.gov if there are any concerns, questions or comments with Logic Manager or incident reporting.

Below is the link to report incidents

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take employees to the reporting screen to begin incident submission:

← → ↺ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e



Incident Report

Please complete this form

▼ Client Information

Name of Facility*

Select option

Name of Reporting Party*

Enter text

Facility Address*

Enter text

Facility Phone Number*

Enter text

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Enter text

Client Last Name*

Enter text

← → ↺ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender*

Select option

County of Origin*

Select option

▼ Summary

Subject @

Enter text

Incident (check all that apply)*

Select option(s)

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident*

Enter text

Similar to the paper version, multiple incident categories can be selected

Enter text

Incident (check all that apply)*

Medical Emergency ✕ Death of Client ✕ |

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

← → ↺ ⌂

fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Date of Incident*

mm/dd/yyyy

Time of Incident*

Enter text

Location of Incident*

Enter text


Key People Directly Involved in Incident (witnesses, staff)*

Enter text

Did the Injured Party seek Medical Attention?

Select option

Attach any additional details

 [Add File](#) or Drop File Here

Reported By Name*

Enter text

Reported By Email*

Enter text

Reported On

10/30/2019

As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/21=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Add File or Drop File Here

Reported By Name*
Enter text

Reported By Email*
Enter text

Reported On
10/30/2019

▼ Follow Up

Action Taken (check all that apply)*
Select option(s)

Please specify if other
Enter text

Description of Action Taken*
Enter text

Outcome*
Enter text

SUBMIT

Similar to the paper version, multiple Action Taken categories can be selected.

▼ Follow Up

Action Taken (check all that apply)*

Law Enforcement Contacted × Called 911/EMS ×

Consulted with Physician

First Aid/CPR Administered

Client removed from building

Parent/Legal Guardian Contacted

Other

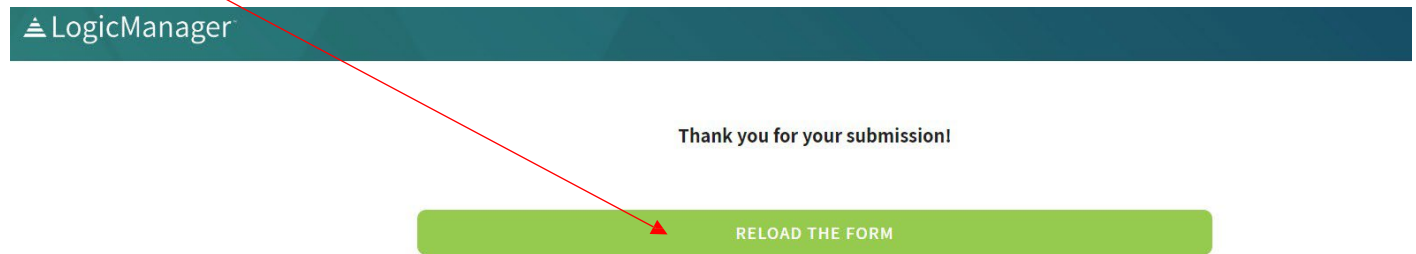
When done entering all the information, simply click submit.

Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

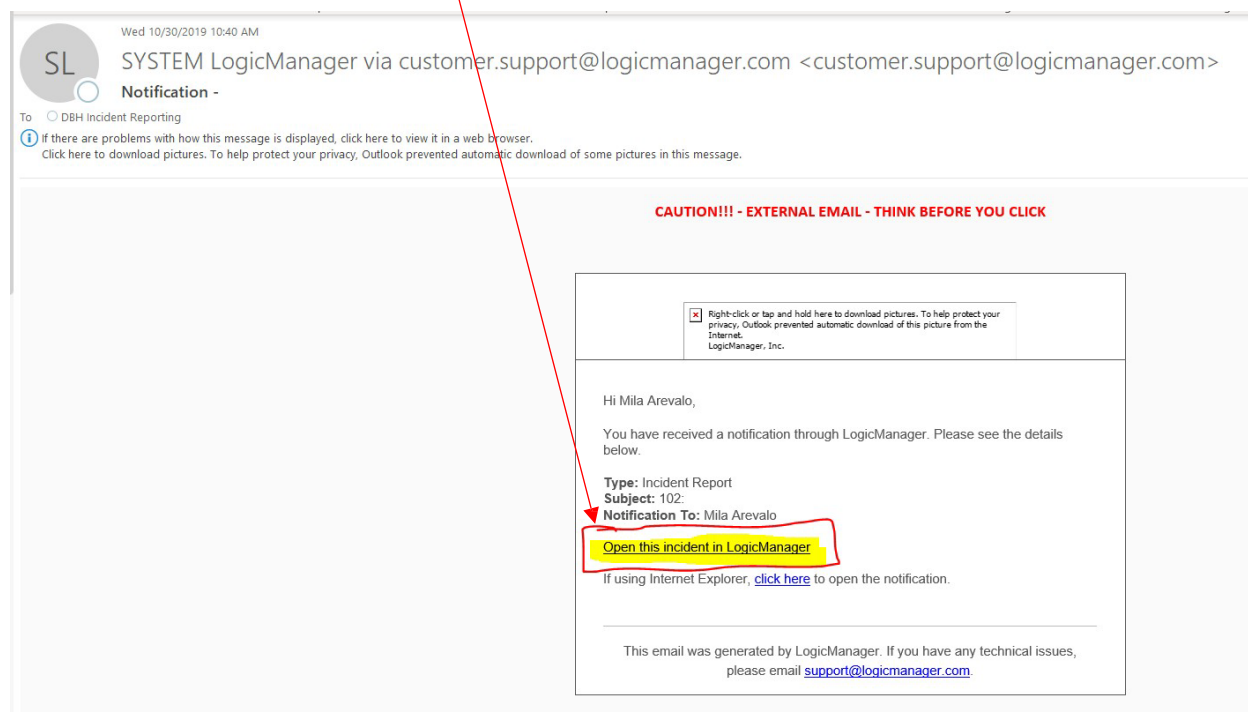
Outcome*
Enter text

SUBMIT

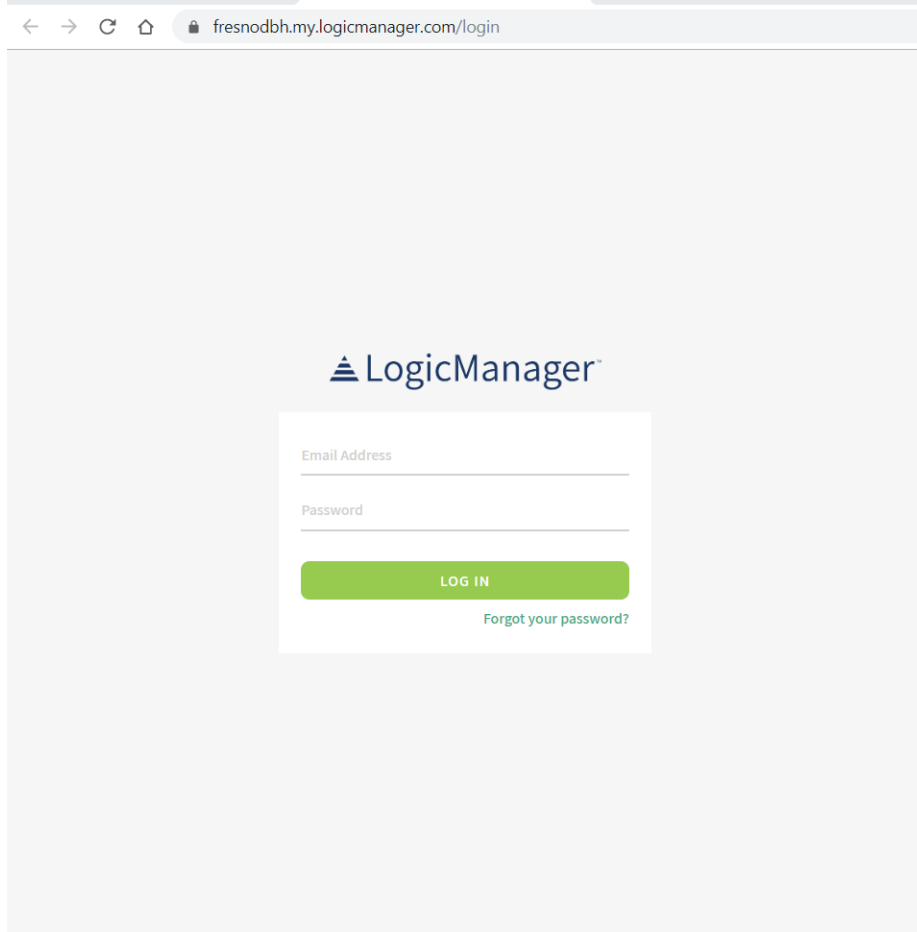
A “Thank you for your submission” statement will pop up if an incident is successfully submitted. Click “Reload the Form” to submit another incident.



A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.

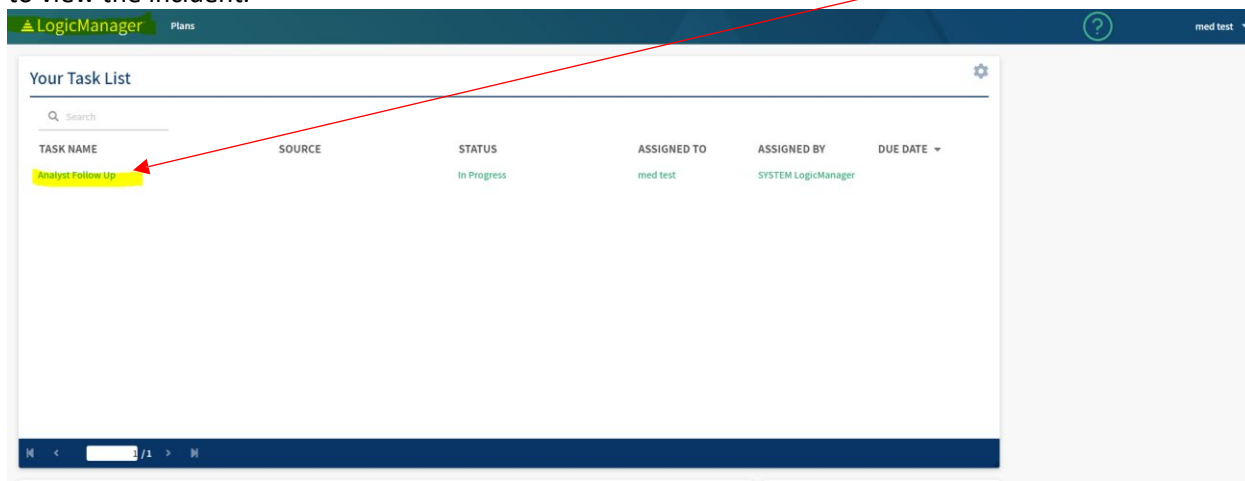


Enter in email address and password. First time users will be prompted to set up a password.



The image shows a web browser window with the URL `fresnodbh.my.logicmanager.com/login`. The page features the LogicManager logo at the top. Below the logo is a login form with two input fields: "Email Address" and "Password". A green "LOG IN" button is positioned below the password field. A link labeled "Forgot your password?" is located below the "LOG IN" button.

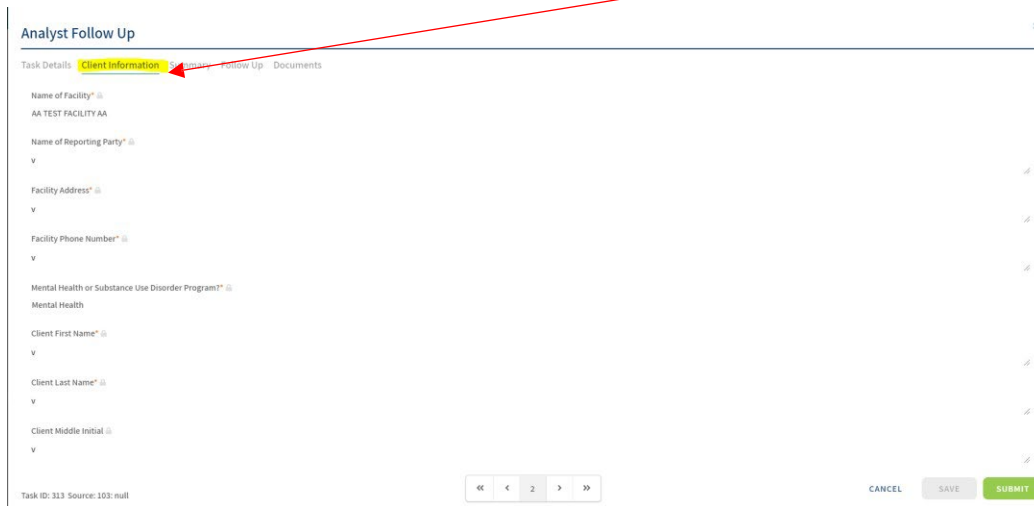
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



The image shows the LogicManager dashboard. The top navigation bar includes the LogicManager logo, a "Plans" link, a help icon, and a user profile dropdown labeled "med test". The main content area is titled "Your Task List" and contains a search bar and a table of tasks. A red arrow points from the text "Click on analyst/supervisor follow up" to the "Analyst Follow Up" task in the table.

TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Analyst Follow Up		In Progress	med test	SYSTEM LogicManager	

This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.



Analyst Follow Up

Task Details **Client Information** Follow Up Documents

Name of Facility*
 AA TEST FACILITY AA

Name of Reporting Party*
 v

Facility Address*
 v

Facility Phone Number*
 v

Mental Health or Substance Use Disorder Program*
 Mental Health

Client First Name*
 v

Client Last Name*
 v

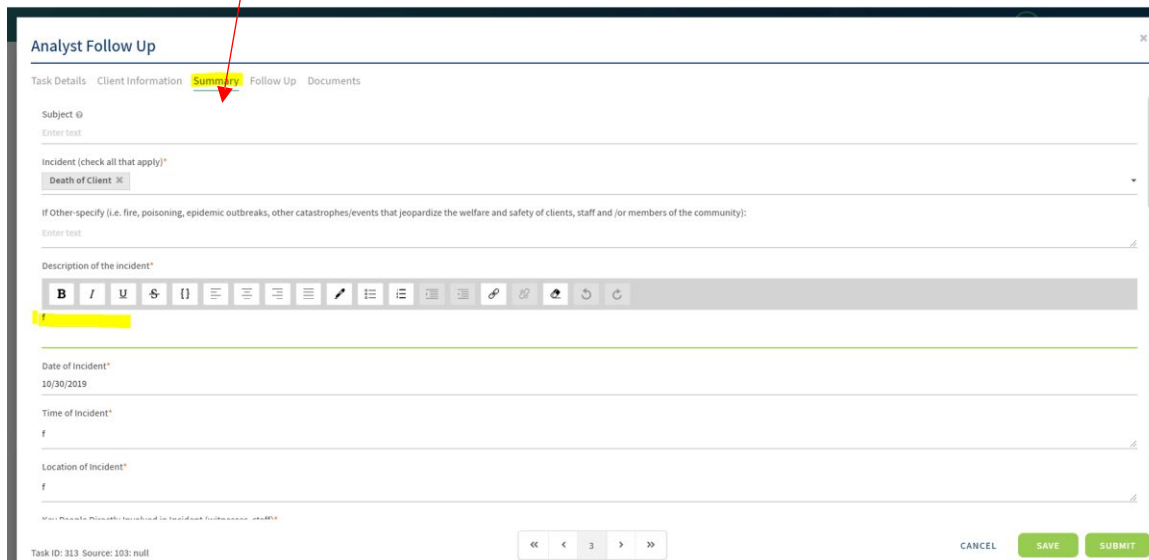
Client Middle Initial
 v

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

The next tab is **Summary**: No edits can be made to this section.



Analyst Follow Up

Task Details Client Information **Summary** Follow Up Documents

Subject
 Enter text

Incident (check all that apply)*
 Death of Client

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):
 Enter text

Description of the Incident*
 f

Date of Incident*
 10/30/2019

Time of Incident*
 f

Location of Incident*
 f

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary **Follow Up** Documents

Action Taken (check all that apply)*
Law Enforcement Contacted X

Please specify if other
Enter text

Description of Action Taken*
f

Outcome*
f
added information
cause of death - cancer per coroner 10-31-18

Task ID: 313 Source: 103: null

<< < 4 > >> CANCEL **SAVE** SUBMIT

The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then **Cancel** to Exit out of the incident.

Analyst Follow Up

Task Details Client Information Summary Follow Up **Documents**

Search Add Document

Name	Type	Source	Upload Date	Uploaded By
 No documents yet. Drop files here or click on the Add Document dropdown.				

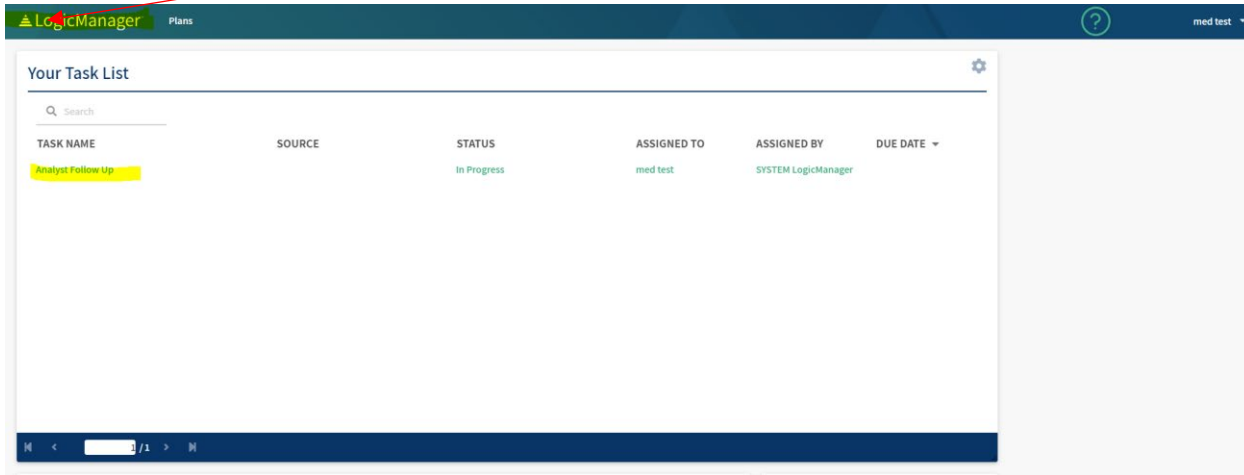
Task ID: 313 Source: 103: null

<< < 5 > >> CANCEL **SAVE** **SUBMIT**

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email

DBHIncidentReporting@fresnocountyca.gov

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.



The screenshot displays the 'Your Task List' interface in the LogicManager application. The interface features a dark blue header with the LogicManager logo, a 'Plans' tab, a help icon, and a user dropdown menu labeled 'med test'. Below the header, the 'Your Task List' section includes a search bar and a table with the following columns: TASK NAME, SOURCE, STATUS, ASSIGNED TO, ASSIGNED BY, and DUE DATE. A single task, 'Analyst Follow Up', is listed in the table. The task is assigned to 'med test' and assigned by 'SYSTEM LogicManager'. The status is 'In Progress'. The interface also includes a settings gear icon and a pagination bar at the bottom.

TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Analyst Follow Up		In Progress	med test	SYSTEM LogicManager	

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature: _____ Date: ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

Data Security

1. Definitions

Capitalized terms used in this Exhibit have the meanings set forth in this section 1.

- (A) **"Authorized Employees"** means the Contractor's employees who have access to Personal Information.
- (B) **"Authorized Persons"** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor's subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit L.
- (C) **"Director"** means the County's Director of the Department of Behavioral Health or his or her designee.
- (D) **"Disclose"** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **"Person"** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **"Personal Information"** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **"Privacy Practices Complaint"** means a complaint received by the County relating to the Contractor's (or any Authorized Person's) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit L.
- (H) **"Security Safeguards"** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit L.

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit L;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit L, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit L. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: incidents@fresnocountyca.gov, 559-600-5900, (559) 600-4645, dbhcontractedservices@fresnocountyca.gov, dbhforensicservices@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit L, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint,

including taking any corrective action under this Exhibit L, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit L.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit L, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit L.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit L. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the

Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit L, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit L to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit L may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit L and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit L or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the

County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnatee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit L shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit L is intended to confer, nor shall anything in this Exhibit L confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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).

(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:	

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

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

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

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

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

NAME	ADDRESS	EIN

- B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☐ Corporation
 ☐ Unincorporated Associations ☐ Other (specify) _____
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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



The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.¹ Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,² such as socioeconomic status, education level, and the availability of health services.³

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.⁴

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.^{5,6} By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities⁷ and the National Stakeholder Strategy for Achieving Health Equity,⁸ which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.

— Dr. Martin Luther King, Jr.

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U.S. Department of
Health and Human Services
Office of Minority Health

Think Cultural Health

<https://www.thinkculturalhealth.hhs.gov/>
contact@thinkculturalhealth.hhs.gov

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Agreement

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 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 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

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 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 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 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.

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 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 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 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 is intended to confer, and

nothing in this exhibit 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.

20. Interpretation

The provisions of this exhibit 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 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 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.