AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement 22-205 is dated July 9, 2024 and is between Exodus Recovery, Inc., a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On May 17, 2022, the County and the Contractor entered into Service Agreement, which is County agreement number 22-205 ("Agreement"), for operation of a 24/7 access line which will provide substance use disorders and mental health services.

B. Changes to the Agreement are necessary to modify the modification language to allow the DBH Director to approve minor budget modifications to allow Contractor to continue providing the mandatory services while being able to utilize their entire budget allotted to provision of the access line services.

C. The County and the Contractor now desire to amend the Agreement to update the modification clause and insurance clause, and make minimal revisions to Exhibits A, B, G, and I.

The parties therefore agree as follows:

1. All references in the Agreement to Exhibit A shall be deemed references to "Revised Exhibit A", attached and incorporated by this reference.

2. All references in the Agreement to Exhibit B shall be deemed references to "Revised Exhibit B", attached and incorporated by this reference.

3. All references in the Agreement to Exhibit G shall be deemed references to "Revised Exhibit G", attached and incorporated herein by this reference.

4. All references in the Agreement to Exhibit I shall be deemed references to "Revised Exhibit I", attached and incorporated herein by this reference.

5. Section 14 of the Agreement located at Page Twelve (12), Line Twenty Eight (28) through Page Thirteen (13), Line Six (6) is deleted in its entirety and replaced with the following:

"Except as provided in Section 3, "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 C, 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."

6. Section 15 of the Agreement located at Page Thirteen (13), Line Eight (8) through Page Fifteen (15), Line Fourteen (14) is deleted in its entirety and replaced with the following:

"The Contractor shall comply with all the insurance requirements in Exhibit L to this Agreement."

7. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.

8. The Contractor represents and warrants to the County that:

a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.

b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

9. The parties agree that this Amendment may be executed by electronic signature as provided in this section.

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

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

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

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

e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

10. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

11. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Exodus Recovery, Inc.

LeeAnn Skorohod
Secretary of Corporation, or
any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

Mailing Address:
9808 Venice Blvd. Suite 700
Culver City, CA 90232
Phone.: (310)945-3350
Contact: Luana Murphy, President/CEO

For accounting use only:

Org No.:56302011
Account No.:7295
Fund No.:0001
Subclass No:10000

County of Fresno

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

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

By: _____
Deputy

Access Line:

Substance Use Disorder and Mental Health

Scope Of Work

Organization:	Exodus Recovery, Inc.
Corporate Address:	9808 Venice Blvd. Suite 700, Culver City, CA 90232
Service Address:	3115 N. Millbrook, Fresno Ca, 93726
Program Director:	Arlene Mendoza
Contract Period:	July 1, 2022, through June 30, 2027

Background:

Counties participating in the Drug Medi-Cal Organized Delivery System (DMC–ODS) are required to establish a 24/7 access line to respond to substance use disorder (SUD) calls from county beneficiaries. The Fresno County Department of Behavioral Health (DBH) Mental Health Plan (MHP) is required to operate a state-mandated toll-free answering service for mental health services in accordance with Title 42, Part 438.

The access line is required to log all calls including at a minimum the following: date of call, caller name, and disposition. The access line is required to be HIPAA and 42 CFR Part 2 compliant and provide for language line/translation capabilities to all callers. A database will be developed and implemented to provide for a written call log and to capture measurable data required by the Department of Health Care Services (DHCS), Fresno County, and External Quality Review Organization (EQRO – Mental Health/Substance Use Disorders) as well as other locally determined measurable outcomes for system improvements.

Services Start Date:

Services will begin July 1, 2022 and be effective for up to five (5) fiscal years through June 30, 2027. The agreement structure will be for a three-year base period with two optional one-year extensions.

Target Population:

The 24/7 access line will be available to all callers seeking information or access to SUD or MH treatment and prevention services. Exodus must be familiar with Fresno County DBH's SUD system of care and Mental Health Plan in order to provide the most appropriate information to callers. DBH will provide technical assistance where appropriate to ensure that Exodus understands all available services and resources offered by DBH.

Location of Services:

The physical location of these services may be anywhere within the State of California; however, Exodus must be familiar with Fresno County as well as the SUD system of care and the MHP network currently in place in order to provide the most accurate information to callers.

Description of Services:

The 24/7 access line for DMC-ODS services will be the same toll-free number currently used for Fresno County DBH's MH access line services: 1-800-654-3937. Exodus will be required to have

their own number established. DBH will work with Fresno County's Internal Services Department to forward all calls made to the 1-800-654-3937 number to Exodus's established number.

To ensure timely access to services, individual flow is designed with a "No Wrong Door" approach. Any member of the community may contact Fresno County through its 24/7 access line.

Services will be available in all languages through telephonic interpreting and TTY for those who are hard of hearing. During the call, an initial screening, utilizing the Department of Health Care Services Screening Tool, will be conducted to identify immediate clinical needs based on an assessment for potential risk, crisis, and safety issues. Callers presenting with emergency conditions or who are in crisis will be connected to emergency services immediately with Exodus remaining on the line to ensure that the call is transferred successfully.

Exodus will maintain a resource guide that will be used to direct callers seeking mental health, SUD, and other community resources.

All calls will be logged into DBH's Electronic Health Record (EHR) using a form/system developed by DBH. DBH will provide access to the County EHR to Exodus and offer training and technical assistance on how to use the form/system. At a minimum, Exodus will be required to log the following: name of caller, phone number, reason for call (services, grievance, request for provider list), narrative/disposition of call. Additional items may be added by DBH to meet DHCS requirements or improve quality of services. All grievances will also be logged in the EHR to allow DBH to follow up in a timely manner. All requests for beneficiary handbooks, provider directories, or other informational materials will also be logged. DBH will work with Exodus to implement any additional future requirements imposed by DHCS that apply to the access line.

All calls will be logged within 24 hours. The log will record information of all calls made to the access line. The database will be reviewed by DBH to ensure compliance with all local, state, and federal requirements. DBH may also use the database to follow up on calls requesting additional information, grievances, or other requests which could not be immediately resolved at the access line.

Exodus will be required to identify calls that need a call back. If a call is disconnected, Exodus will attempt to call the caller back immediately. DBH staff may also call the caller back if the disposition of the call requires further investigation. Exodus must use a phone system that allows for multiple users simultaneously. Phone scripts will be developed in partnership with DBH and approved by DBH which addresses SUD, mental health, crises, and community resources. Exodus must ensure that the phone system used can connect to emergency services while the operator remains on the line. All calls will be recorded, and a log will be provided that categorizes calls. All necessary demographic information will be recorded/logged.

Access line staff will provide information on the grievance, appeal, and expedited appeal processes to those callers who request such services. Access line staff will log the grievances, appeals, and expedited appeals and provide the information to DBH. During business hours, the access line will offer to connect the caller directly to DBH's Managed Care Division to file the grievance appeal, or expedited appeals and provide DBH's Managed Care Division's contact information.

Periodic test calls will be conducted by DBH staff and designated test callers posing as service

seekers to determine the quality of the access line. A minimum of seven (7) SUD test calls will be made by DBH per month with at least two (2) calls made in threshold languages. A minimum of seven (7) mental health test calls will be made by DBH per month with at least three (3) calls made in threshold languages. Summaries of the test calls will be reported at the Quality Improvement and Access Committee monthly meetings to help initiate necessary training and correct deficiencies. Test calls will be monitored for

- Accurate name, date, phone number logged;
- Whether the caller was assessed for crisis;
- Whether the appropriate information was given on how to access SUD or MH services;
- Whether free language assistance was offered.

A report of all findings related to the test calls will be provided to Exodus. A corrective action plan will be completed by Exodus and provided to DBH for approval detailing steps taken to remedy any issues related to service delivery.

The access line will also participate in any Performance Improvement Project (PIP) that affects access to behavioral health services as determined by DBH. Fresno County's Quality Improvement Committee (QIC) will set standards, review performance, and monitor phone response and waiting times to ensure that the access line is appropriately meeting the needs of the community. Exodus will participate in the monthly QIC meetings and its subcommittees, including the Access Committee, in-person, by phone, or by teleconference.

DBH is exploring options to determine if any services provided via the access line are Medi-Cal billable. This may entail having Exodus provide the service directly or developing a strong partnership with existing DBH treatment service providers. If it is determined that any services are billable to Medi-Cal, Exodus will work with DBH to implement any processes that are required to comply with Medi-Cal treatment standards. This may include changes to documentation of calls/services, staffing changes, licenses and certifications, and training. All efforts will be made to ensure that callers contacting the access line are linked to services as soon as possible.

The access line will also handle requests for continuous care, cases in which a person has started services in another county, but now resides in Fresno County. In those cases, the access line will log the call along with the disposition and link the caller to our Managed Care Division for further information.

Exodus will also be knowledgeable about existing state lines or other county lines that callers may be connected to such as a WARM, Suicide Prevention, or 211 lines. Exodus will be expected to keep a listing of these lines available and connect callers to these services to ensure that callers receive appropriate services. Exodus will also maintain a listing of all access lines in place for all counties in California to be able to direct callers who reside in another county appropriately.

DBH has also worked with surrounding hospitals and agencies to implement a pilot project to help Emergency Departments identify persons who are receiving behavioral health services from DBH. Emergency Department staff may contact the access line and inquire if a person has received behavioral health services from DBH. If the person has received behavioral health services, information is provided to the Emergency Department to help with discharge planning for the person which may include connecting them to their service provider. If the person is not

receiving any services from DBH, the person may be linked to the established access points to begin services such as the Urgent Care Wellness Center or Youth Wellness Center. At this time, this pilot project is only in place for mental health, however, in the future it may expand to SUD. Exodus should plan for this pilot project to continue for the foreseeable future.

Exodus must participate in any committee meetings hosted by DBH or PIPs that involve the access line. Meetings are hosted at least quarterly but may be more frequent if necessary. Participation can either be in person or via videoconference. Currently, the access line providers participate in the Quality Improvement and Access Committees. The current access line providers have also participated in past performance improvement projects related to access and Exodus may be asked to participate in future projects as needed.

SUD

All calls for SUD services will be screened using DBH's standardized American Society of Addiction Medicine (ASAM)-based screening tool to determine the appropriate level of care to which callers will be linked. All clinical staff providing services through the Access Line will be trained in ASAM to ensure consistent application of the criteria. When making referrals to providers after ASAM screenings, access line staff will consider distance traveled, language capability of the program, and the preference of the caller. DBH intends the access line to eventually have the ability to schedule appointments with providers using DBH's EHR. The appointment making process will be discussed and implemented as DBH continues to develop its SUD EHR and the appropriate functionality becomes available. In the meantime, the access line will provide a warm handoff to providers during business hours and allow the provider to schedule appointments. The process will involve the access line contacting a treatment provider while the caller is on the line and ensuring that the caller is successfully connected to a provider. In cases where a treatment provider is not available, access line staff may provide the contact information for the treatment provider to the caller.

The access line will provide after-hours care (Monday through Friday 5:00 pm – 8:00 am and weekends) to community members. All calls will receive the same level of service during both business and after hours except for connecting callers to treatment providers who may not operate during afterhours. The access line will triage for emergencies or crises and connect callers to emergency services. If no emergency or crises is present, then the access line will screen and link the caller to a provider. If a treatment provider is not available, the access line will provide the contact information to a treatment provider.

Access line staff will screen callers to ensure that they are Fresno County beneficiaries to the extent possible. Should a caller not have Medi-Cal or out-of-county Medi-Cal and request services they will be directed as follows:

- To DBH's Urgent Care Wellness Center, Youth Wellness Center, or an DBH contracted provider services;
- To emergency services if they have an emergency condition;
- To the Fresno County Department of Social Services (DSS) if they do not have Medi-Cal and would like to address their eligibility.
- If the beneficiary has out of county Medi-Cal, the beneficiary will be directed back to their "home" county for services and be provided with the "home" county's access line

information.

- If a determination cannot be made as to whether a caller has Fresno County Medi-Cal, the call will be handled as though they were a Fresno County beneficiary and linkage made to a DBH contracted provider. Eligibility will be confirmed by the DBH contracted provider.
- Every reasonable effort will be made to offer a screening and linkage to an appropriate program to any individual who calls the access line regardless of eligibility status.

Mental Health

All calls for mental health services will be triaged for emergency or crisis situations and connected with emergency services as appropriate. While assessments are not conducted for mental health calls, callers are screened to determine any immediate needs that need to be addressed. Exodus will speak with the caller to determine whether they are seeking treatment services, prevention resources, filing a grievance, or any other information about mental health services. The call will be logged along with a disposition and contact information for the caller. The caller will be provided with information on where they can begin their mental health services. Adults will be directed to DBH's Urgent Care Wellness Center and youth will be directed to DBH's Youth Wellness Center according to the DBH/CAL Aims screening tool rating or DBH Guidance. Callers seeking to file a grievance or request a provider directory will be directed to DBH's Managed Care Division. Callers seeking mental health services will be informed that a DBH clinician or contracted provider will contact them to schedule an assessment or follow up appointment. Callers who are already receiving services from DBH, may also call the access line to leave a message for their assigned clinician. In these cases, Exodus will log the call including the disposition so that DBH staff can review the information and take the appropriate action.

Staffing

The access line will be staffed by licensed practitioners of the healing arts (LPHA) as defined by DHCS, Alcohol and Other Drug (AOD) certified counselors or other clinical staff working within their scope of work. All staff providing clinical services will be required to be credentialed by DBH. Credentialing applications can be found on DBH's webpage at the following location: https://www.co.fresno.ca.us/departments/behavioral-health/home/for-providers/contract-providers/become-a-provider

Non-clinical staff may be utilized to support services with administrative duties such as data entering, Medi-Cal eligibility determination, and other general clerical functions. All staff must provide services consistent with DBH's Guiding Principles of Care Delivery.

Exodus must implement a staffing pattern that allows for both MH and SUD calls to be addressed appropriately for all needs that a caller may have. DBH prefers that the person who receives the initial call is able to address both MH and SUD needs.

However, Exodus may also propose an interdisciplinary approach as long as the caller's experience is as seamless as possible. In all cases, the access line will be staffed to handle co-occurring callers and ensure that they receive the services that they need and for which they qualify.

Exodus must also ensure that the services have appropriate clinical leadership and provide supervision to the clinical staff working at the program so that all SUD and MH calls for service are handled with the utmost care.

All staff must complete the following trainings either annually or as frequently as necessary to remain current with applicable requirements:

- DBH's General Compliance Training
- DBH's Documentation and Billing Training
- Cultural Competency Training
- Administrative staff must receive training prior to entering information into DBH's electronic health information systems
- Customer service training

Clinical staff must complete the following trainings either annually or as frequently as necessary to remain current with applicable requirements:

- Motivational Interviewing
- One of the following four (4) evidence-based practices (EBPs):
    - Psychoeducation
    - Trauma Informed Treatment
    - Cognitive Behavioral Therapy
    - Relapse Prevention
- American Society of Addiction Medicine (ASAM) trainings (for those staff providing SUD services):
    - Multidimensional Assessment
    - From Assessment to Service Planning and Level of Care
    - Introduction to The ASAM Criteria
- Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

Goals/Outcomes

Exodus will track all outcomes and data as required by the DMC ODS 1115 Waiver, CMS, DHCS, and DBH. DBH may require additional outcomes and data to be tracked and reported. Measures are based on DBH's three (3) "Value Driven" philosophies: engagement, timeliness, and matching the needs of a person served to appropriate services. Goals/outcomes should reflect domains comprising of effectiveness, efficiency, access, satisfaction and feedback of persons served and stakeholders. To determine effectiveness and efficiency of services provided, Fresno County DBH will measure performance outcomes/results achieved. Exodus will be required to submit measurable outcomes on an annual basis or as requested by DBH, as identified in the DBH Policy and Procedure Guide (PPG) 1.2.7 "Performance Outcome Measures." Performance outcomes measures must be approved by DBH and satisfy all state and local mandates. DBH will provide technical assistance and support in defining measurable outcomes.

Data Tracking

The access line will record and track at least the following information:

- Number of calls received
- Hold/wait times
- Number of dropped calls
- Length of calls
- Call abandonment
- Name of caller/date/initial disposition
- Reason for call
- Time to answer calls
- Referrals/linkage to service
- Non-English calls
- Foreign language line requests by language

Test Calls

All test calls will be monitored for the following:

- Accurate name, date, phone number logged
- Whether the call was assessed for crisis or emergency services
- Whether the appropriate information was given on how to access SUD or MH services
- Whether free language assistance was offered

Exodus will assess caller satisfaction in the form of a survey. The survey may be automated and be administered immediately following the call for services/information if callers choose to participate.

Substance Use Disorder

DBH will conduct a minimum of seven (7) test calls with at least two (2) in threshold languages per month with designated test callers posing as people seeking services/information to determine the quality of the access line. Summaries of the test calls will be reported at either the Quality Improvement or Access Committee meetings hosted by DBH to help initiate necessary training or correct deficiencies.

Mental Health

DBH will conduct a minimum of fifteen (15) test calls per month with at least three (3) in threshold languages) with designated test callers posing as people seeking services and information to determine the quality of the access line. Summaries of the test calls will be reported at either the Quality Improvement or Access Committee meetings hosted by DBH to help initiate necessary training or correct deficiencies.

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health
Guiding Principles of Care Delivery

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

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

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

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

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.

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

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.

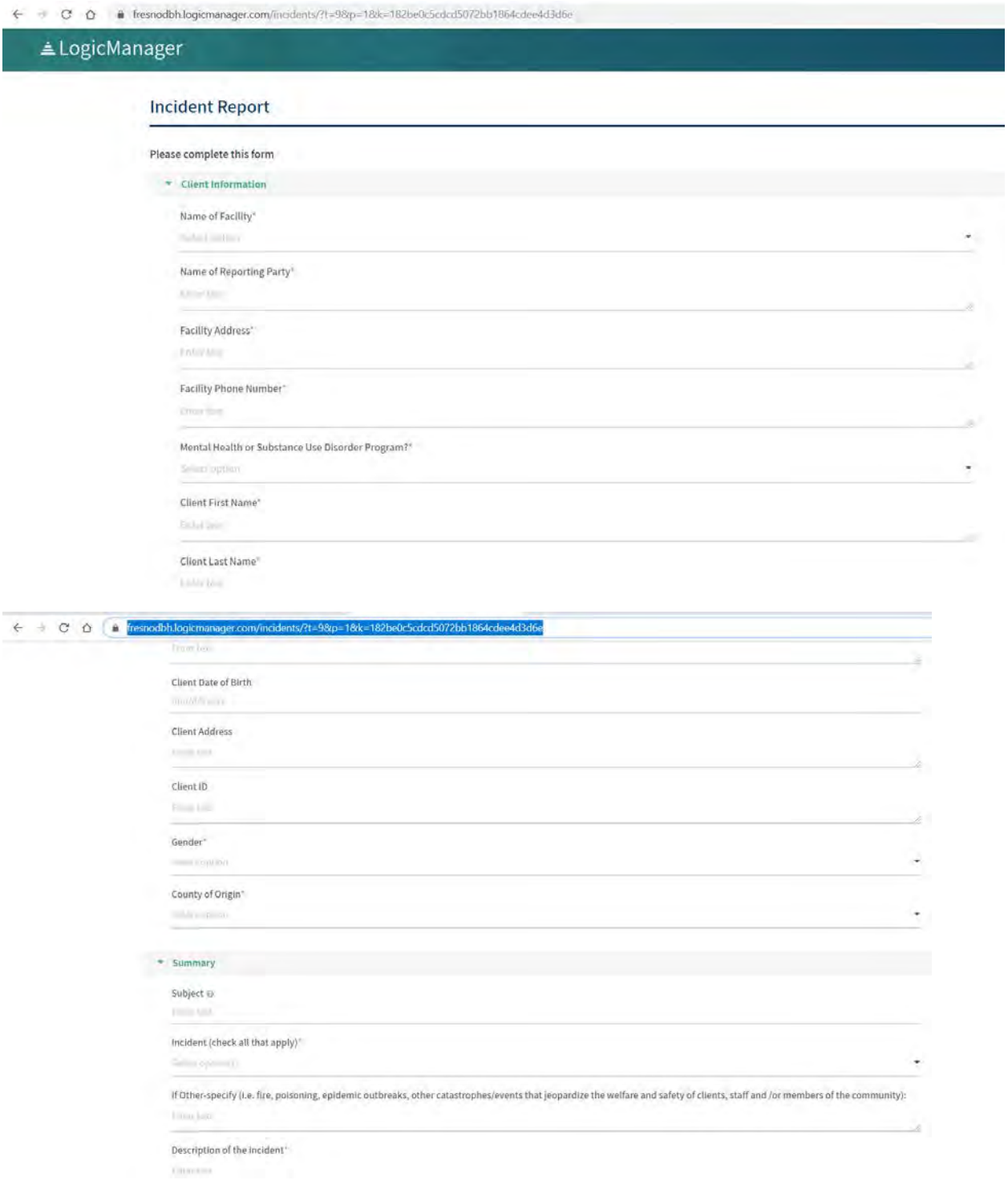
As an Incident Reviewer, the responsibility is to:

- 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.

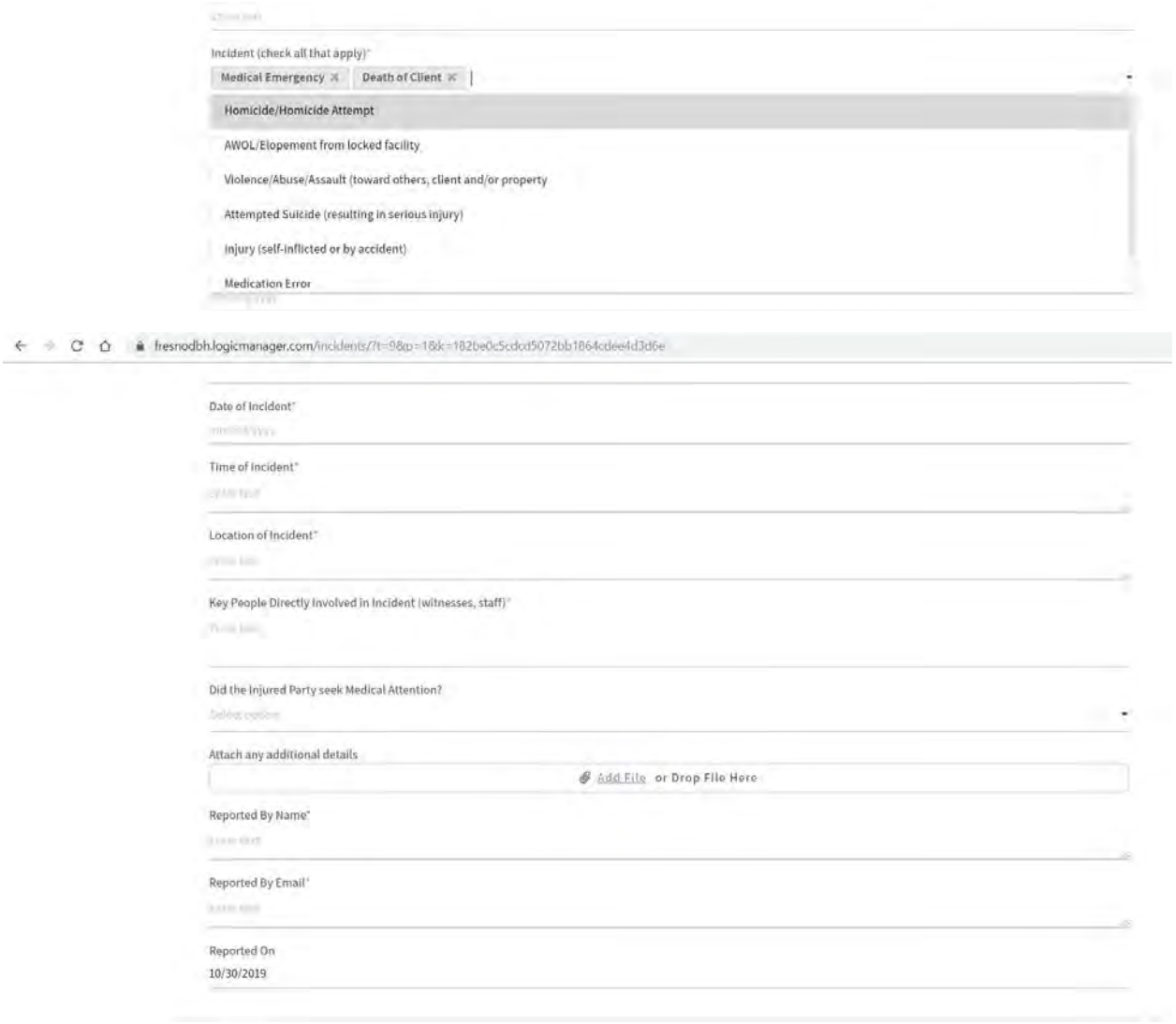
Below is the link to report incidents

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

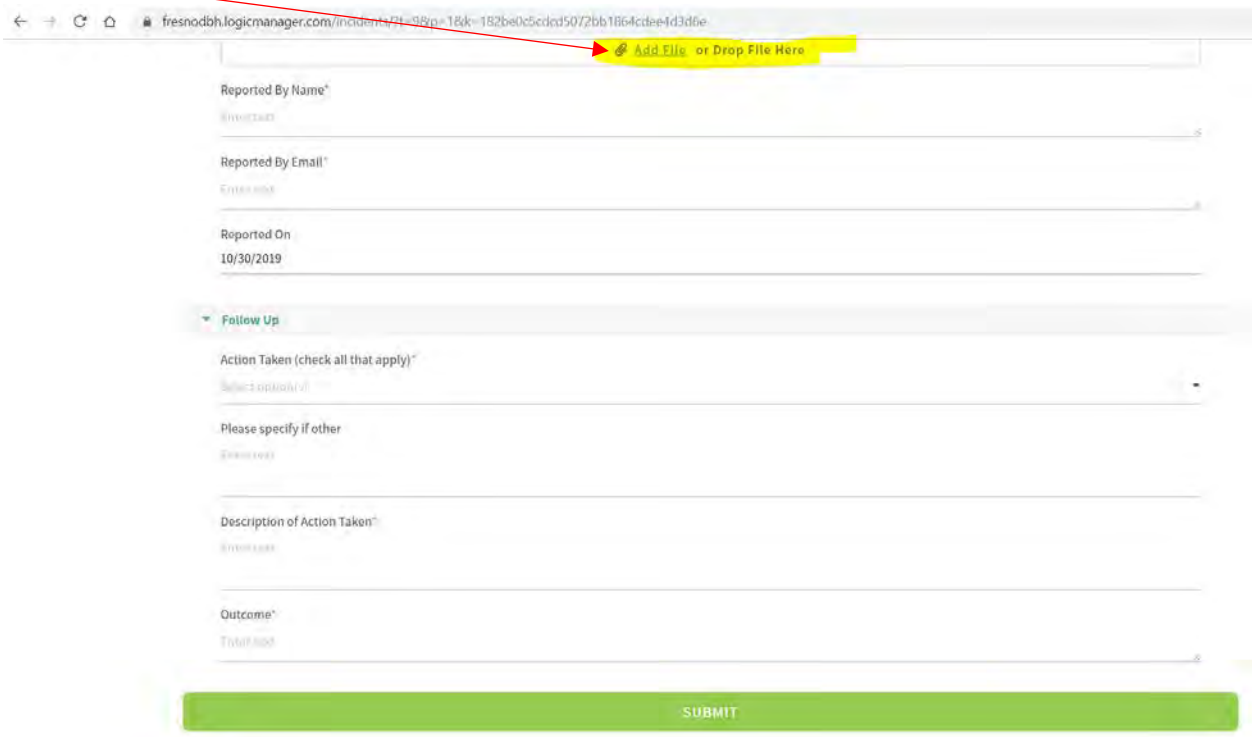
The link will take employees to the reporting screen to begin incident submission:


fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e
LogicManager
Incident Report
Please complete this form
Client Information
Name of Facility*
Name of Reporting Party*
Facility Address*
Facility Phone Number*
Mental Health or Substance Use Disorder Program?*
Client First Name*
Client Last Name*
fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e
Client Date of Birth
Client Address
Client ID
Gender*
County of Origin*
Summary
Subject
Incident (check all that apply)*
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):
Description of the incident*

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



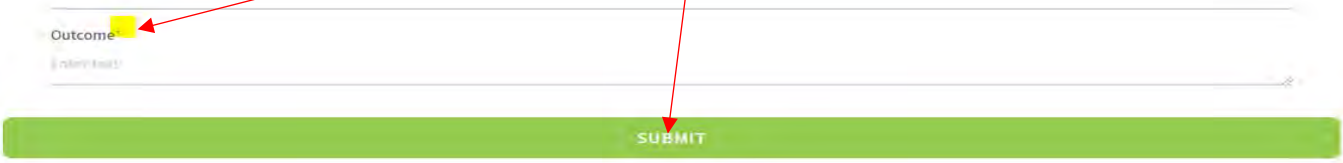
As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.



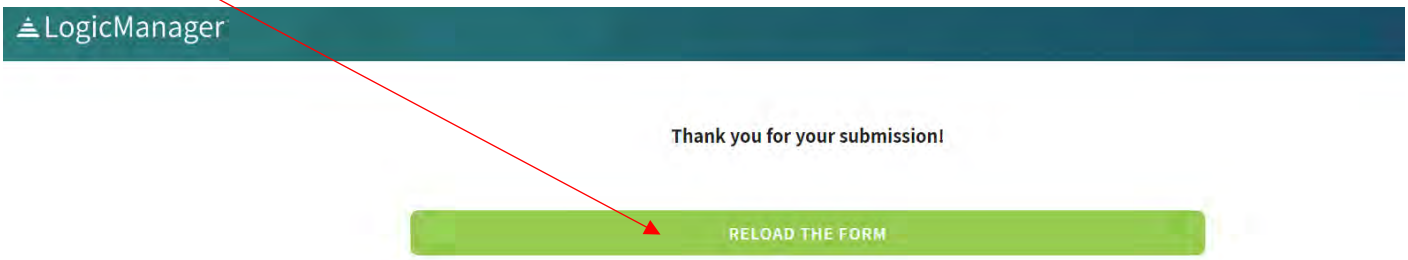
Similar to the paper version, multiple Action Taken categories can be selected.

When done entering all the information, simply click submit.

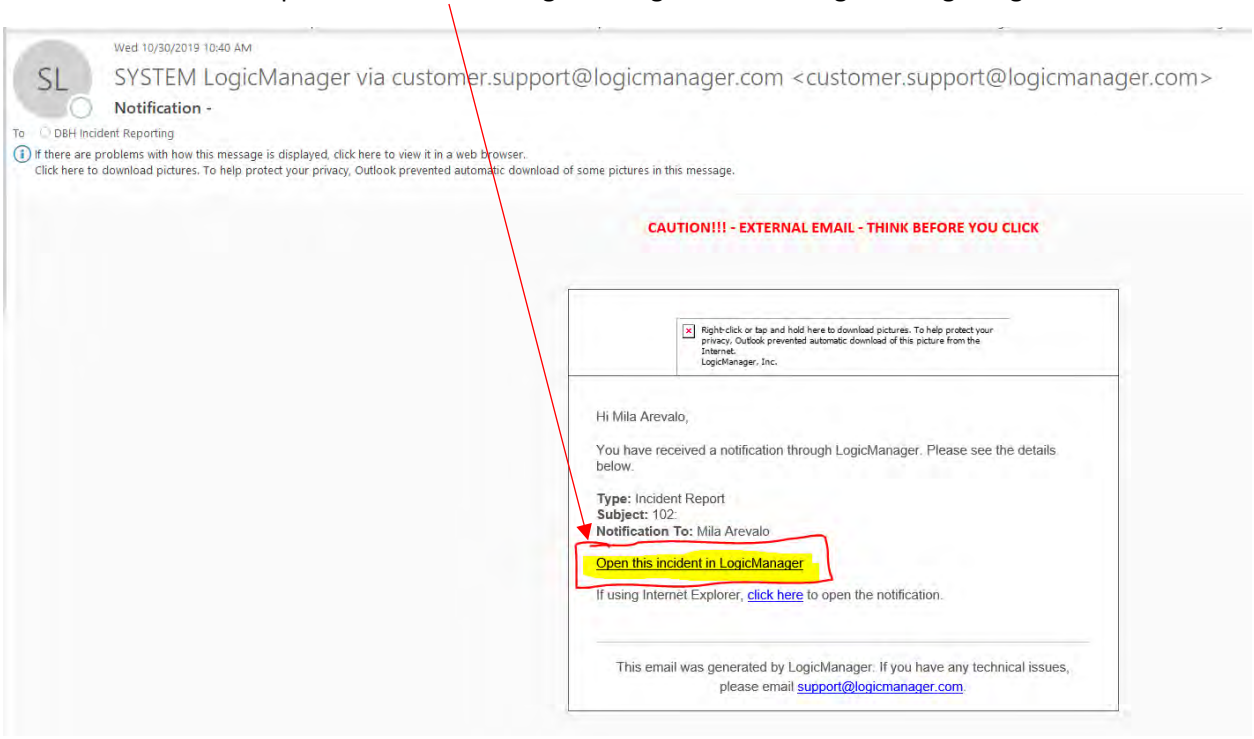
Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.



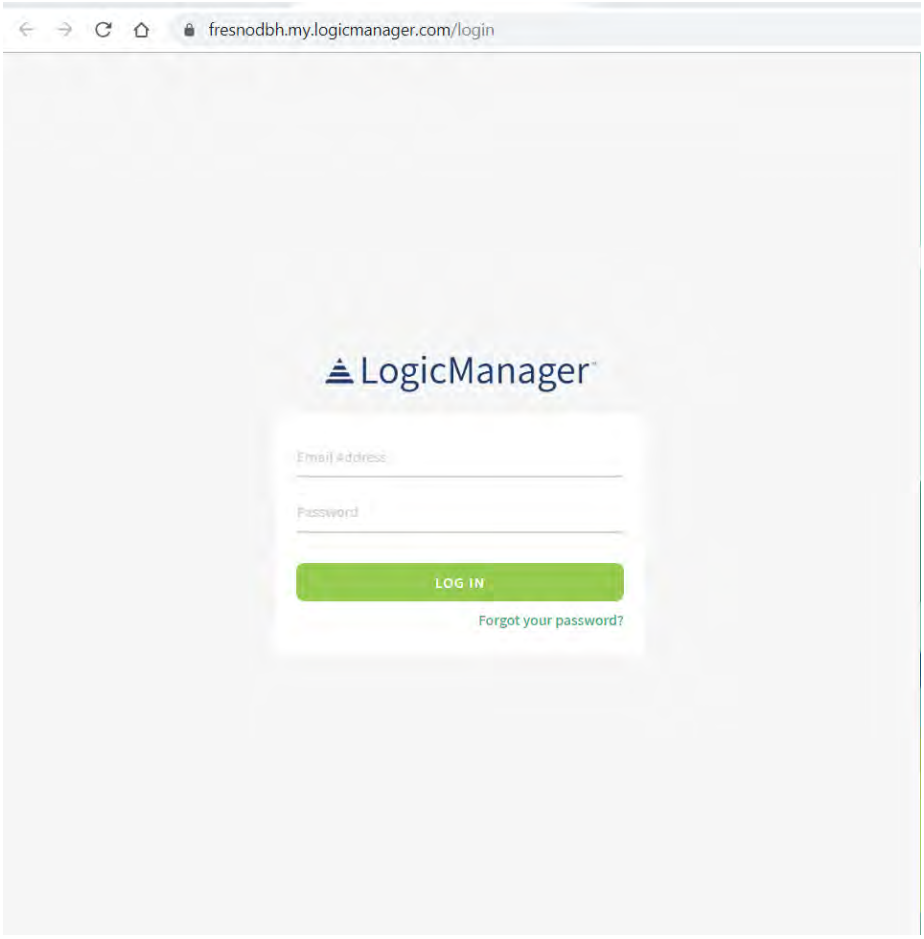
A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.



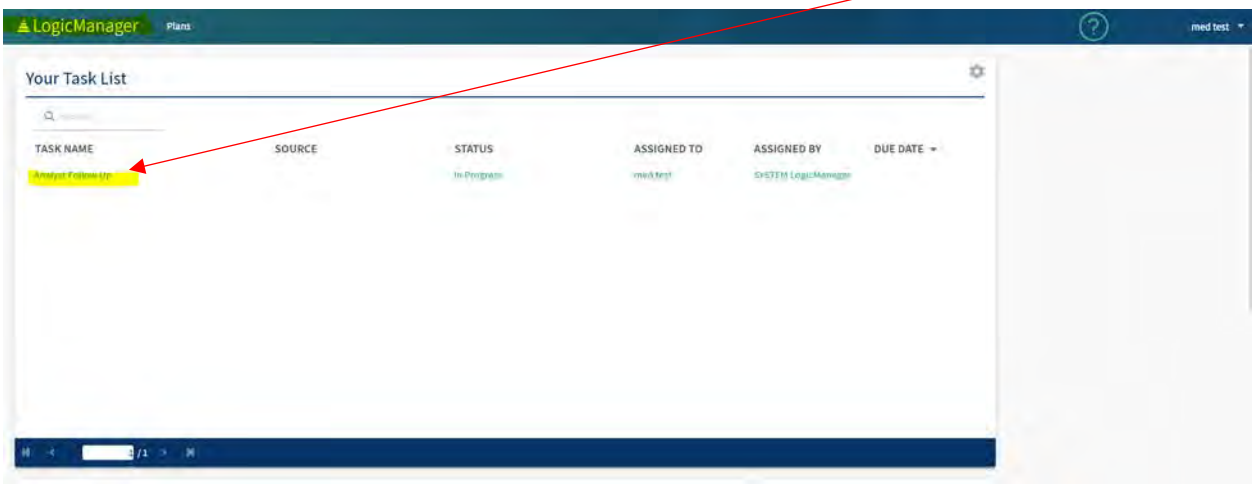
A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.



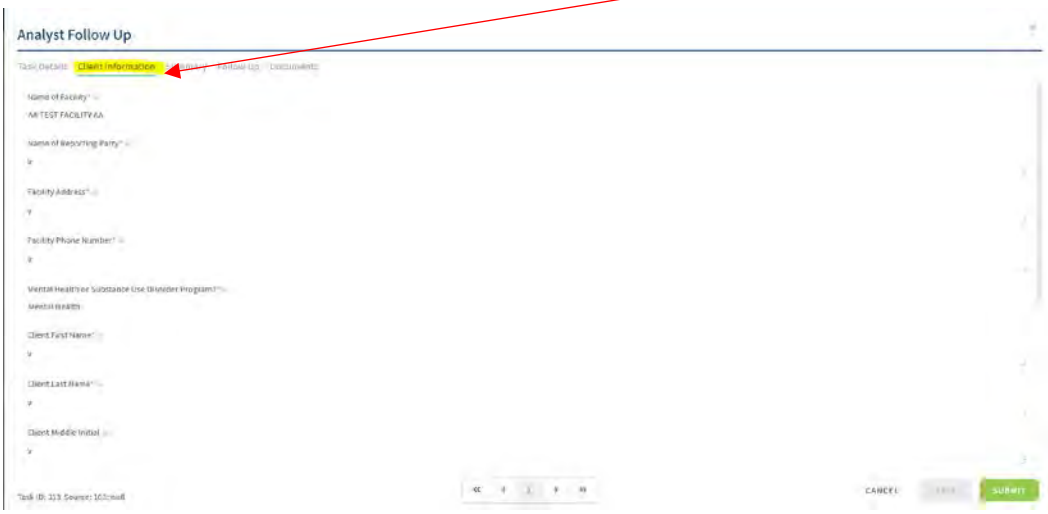
Enter in email address and password. First time users will be prompted to set up a password.



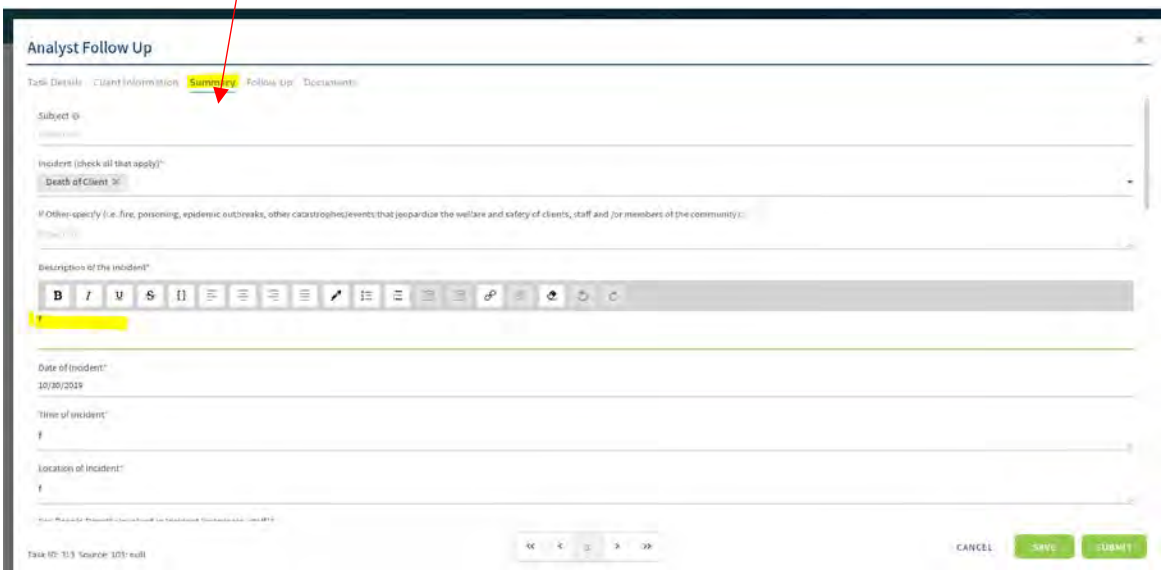
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



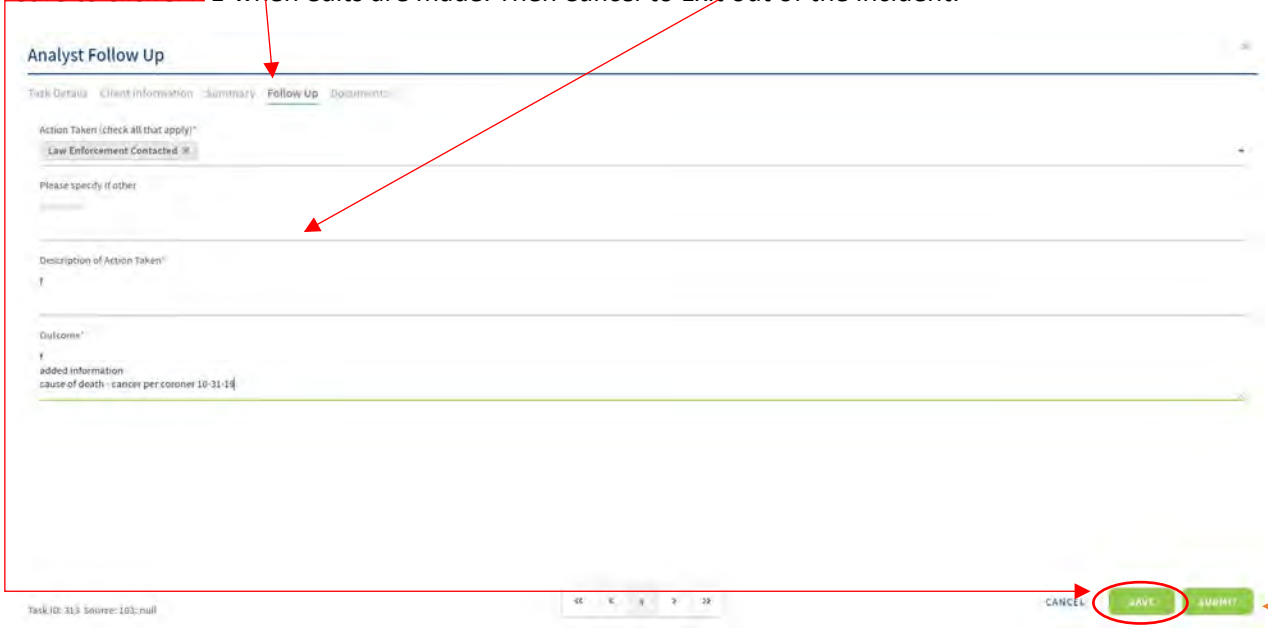
This screen below will then pop up. There are 5 tabs to navigate through. ***Client information*** will show the client and facility information. No edits can be made to this section.



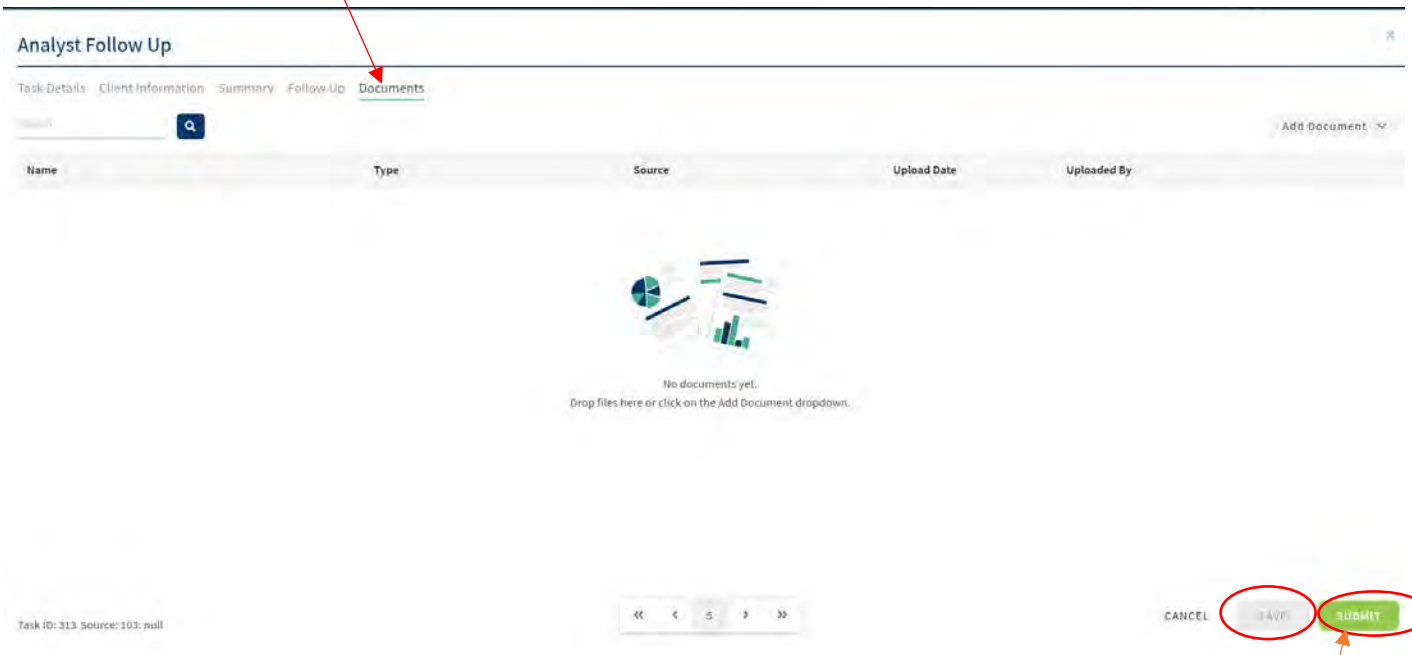
The next tab is ***Summary***: No edits can be made to this section.



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

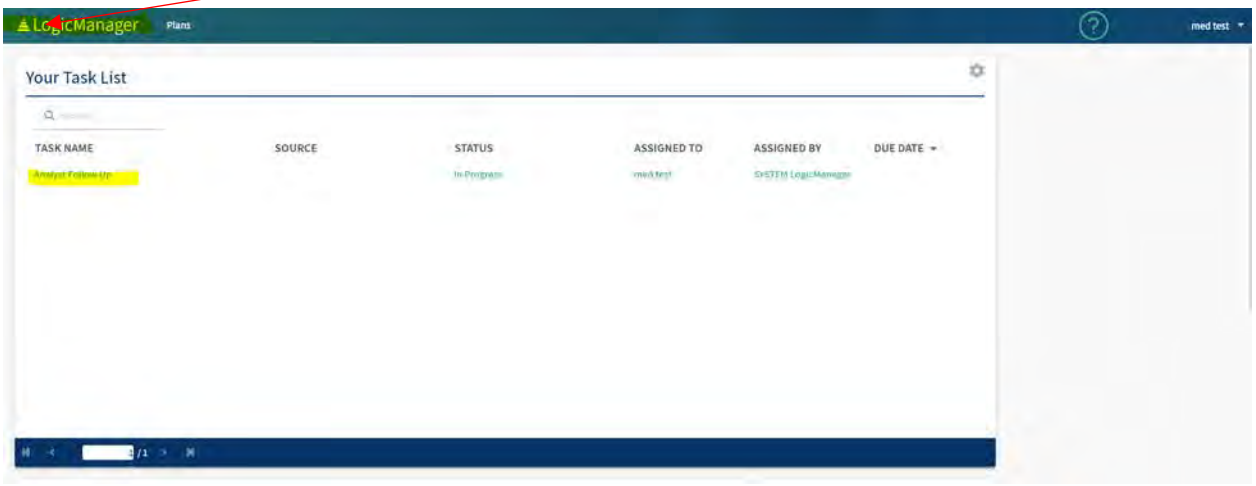


The next tab is **Documents**: View and add attachments to the incident. Be sure to click *SAVE* when adding documents. Then *Cancel* to Exit out of the incident.



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.



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]

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

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 Disparities[7] 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.

Bibliography

1. U.S. Department of Health and Human Services, Office of Minority Health (2011). National Partnership for Action to End Health Disparities. Retrieved from http://minorityhealth.hhs.gov/npa
2. World Health Organization. (2012). Social determinants of health. Retrieved from http://www.who.int/social_determinants/en/
3. U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. (2010). Healthy people 2020: Social determinants of health. Retrieved from http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39
4. LaVeist, T. A., Gaskin, D. J., & Richard, P. (2009). The economic burden of health inequalities in the United States. Retrieved from the Joint Center for Political and Economic Studies website: http://www.jointcenter.org/sites/default/files/upload/research/files/The%20Economic%2 0Burden%20of%20Health%20Inequalities%20in%20the%20United%20States.pdf
5. Beach, M. C., Cooper, L. A., Robinson, K. A., Price, E. G., Gary, T. L., Jenckes, M. W., Powe, N.R. (2004). Strategies for improving minority healthcare quality. (AHRQ Publication No. 04-E008-02). Retrieved from the Agency of Healthcare Research and Quality website: http://www.ahrq.gov/downloads/pub/evidence/pdf/minqual/minqual.pdf
6. Goode, T. D., Dunne, M. C., & Bronheim, S. M. (2006). The evidence base for cultural and linguistic competency in health care. (Commonwealth Fund Publication No. 962). Retrieved from The Commonwealth Fund website: http://www.commonwealthfund.org/usr_doc/Goode_evidencebasecultlinguisticcomp_962.pdf
7. U.S. Department of Health and Human Services. (2011). HHS action plan to reduce racial and ethnic health disparities: A nation free of disparities in health and health care. Retrieved from http://minorityhealth.hhs.gov/npa/files/Plans/HHS/HHS_Plan_complete.pdf
8. National Partnership for Action to End Health Disparities. (2011). National stakeholder strategy for achieving health equity. Retrieved from U.S. Department of Health and Human Services, Office of Minority Health website: http://www.minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286

Exhibit L

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) **All-Risk Property Insurance.** All-Risk Property Insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement. Contractor must name the County as an Additional Loss Payee.

(D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(E) **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.

(F) **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.

(G) **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.

(H) **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.