

AGREEMENT

This Agreement is made and entered into this 9th day of April 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Hinds Hospice, a California non-profit corporation, whose address is 2490 W. Shaw Avenue, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR," (collectively the "parties").

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma; and

WHEREAS, COUNTY, through its DBH, 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; and

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

WHEREAS, CONTRACTOR, is uniquely qualified, willing and able to provide services required by the COUNTY, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities set for in Exhibit A "Summary of Services", which is attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit B, "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.

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

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

E. Changes to any CONTRACTOR corporate information or service sites shall be made upon 30 days advance written notification to COUNTY's DBH Director and upon written approval from COUNTY's DBH Director or designee.

F. CONTRACTOR agrees that, prior to providing services under the terms and conditions of this Agreement, it shall have appropriate 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 as to Section Three (3) of this Agreement.

2. TERM

The Agreement shall become effective upon execution and shall terminate on the 30th of June, 2022. This agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DBH Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

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

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

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY upon sixty (60) days advance written notice of an intention to terminate the Agreement. COUNTY's DBH Director, or designee, is authorized to execute such written notice on behalf of COUNTY

4. COMPENSATION

For actual services provided as identified in the terms and conditions of this Agreement, including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit C, "Budget Summary," attached hereto and by this reference incorporated herein. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DBH that services have actually been performed by CONTRACTOR as specified in this Agreement.

The maximum amount payable to CONTRACTOR for the ramp up period (effective upon execution through June 30, 2019), shall not exceed Eighty-Five Thousand, Four Hundred Eighty-Five and No/100 Dollars (\$85,485.00).

The maximum amount payable to CONTRACTOR for the period of July 1, 2019 through June 30, 2020 shall not exceed Three Hundred Thirty-Seven Thousand, Seven Hundred Seventy-Seven and No/100 Dollars (\$337,777.00).

1 The maximum amount payable to CONTRACTOR for the period of July 1, 2020 through
2 June 30, 2021 shall not exceed Three Hundred Forty-Six Thousand, Six Hundred Thirty-One and No/100
3 Dollars (\$346,631.00).

4 The maximum amount payable to CONTRACTOR for the period of July 1, 2021 through
5 June 30, 2022 shall not exceed Three Hundred Fifty-One Thousand, Eight Hundred Sixty and No/100
6 Dollars (\$351,860.00).

7 If this Agreement is extended for an additional twelve (12) month renewal period beginning
8 July 1, 2022 through June 30, 2023, the maximum amount payable to CONTRACTOR for said period
9 shall not exceed Three Hundred Fifty-Five Thousand, Four Hundred Eighty-Nine and No/100 Dollars
10 (\$355,489.00).

11 If this Agreement is extended for an additional twelve (12) month renewal period beginning
12 July 1, 2023 through June 30, 2024, the maximum amount payable to CONTRACTOR for said period
13 shall not exceed Three Hundred Sixty Thousand, Six Hundred Twenty-Two and No/100 Dollars
14 (\$360,622.00).

15 The cumulative total of this Agreement shall not be in excess of One Million, Eight Hundred
16 Thirty-Seven Thousand, Eight Hundred Sixty-Four and No/100 Dollars (\$1,837,864.00). It is understood
17 that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be
18 borne by CONTRACTOR.

19 Except as provided below regarding State payment delays, payments shall be made by
20 COUNTY to CONTRACTOR in arrears, for services provided during the preceding month, within forty-five
21 (45) days after the date of receipt, verification, and approval of CONTRACTOR's invoices by COUNTY's
22 DBH. The parties acknowledge that the CONTRACTOR will be performing hiring, training, and
23 credentialing of staff, and the COUNTY will be performing additional staff credentialing to ensure
24 compliance with State and Federal regulations.

25 If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY
26 shall be relieved of its obligation for further compensation. All final invoices shall be submitted by
27 CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed.
28 No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any

1 compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this
2 Agreement shall automatically revert to COUNTY.

3 The services provided by CONTRACTOR under this Agreement are funded in whole or in
4 part by the State of California. In the event that funding for these services is delayed by the State
5 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall
6 not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the
7 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to
8 COUNTY plus forty-five (45) days.

9 CONTRACTOR shall be held financially liable for any and all future disallowances/audit
10 exceptions due to CONTRACTOR's deficiency discovered through the State audit process and COUNTY
11 utilization review during the course of this Agreement. At COUNTY's election, the disallowed amount will
12 be remitted within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent
13 payments to CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services
14 rendered that are disallowed or denied by the Fresno County Mental Health Plan (Mental Health Plan)
15 utilization review process or through the State Department of Health Care Services (DHCS) cost report
16 audit settlement process for Medi-Cal eligible clients. Notwithstanding the above, COUNTY must notify
17 CONTRACTOR prior to any State audit process and/or COUNTY utilization review. To the extent
18 allowable by law, CONTRACTOR shall have the right to be present during each phase of any State audit
19 process and/or COUNTY utilization review and shall be provided all documentation related to each phase
20 of any State audit process and/or COUNTY utilization review. Additionally, prior to any
21 disallowances/audit exceptions becoming final, CONTRACTOR shall be given at least ten (10) business
22 days to respond to such proposed disallowances/audit exceptions.

23 **5. INVOICING**

24 CONTRACTOR shall invoice COUNTY in arrears by the twentieth (20th) day of each
25 month for actual expenses incurred and services rendered in the previous month to:
26 DBH-Invoices@fresnocountyca.gov. A Monthly Activity Report shall accompany the invoice, reflecting
27 services supported by the invoiced expenditures and be in a form and in such detail as acceptable to
28 COUNTY's DBH.

1 CONTRACTOR shall submit to the COUNTY by the twentieth (20th) of each month a
2 detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL reports
3 and supporting documentation shall be deemed sufficient cause for COUNTY to withhold payments until
4 there is compliance, as further described in Section Five (5) herein. Supporting documentation shall
5 include but is not limited to receipts, invoices received, and documented administrative / overhead costs.
6 No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed
7 and approved by COUNTY's DBH.

8 CONTRACTOR shall submit monthly staffing reports that identify all direct service and
9 support staff, applicable licensure/certifications, ethnicity and language detail of staff, and actual time of
10 hours (FTE) worked to be used as a tracking tool to determine if CONTRACTOR's program is staffed
11 according to the services provided under this Agreement. Monthly staffing reports shall indicate if staff
12 licenses are valid and current.

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

23 CONTRACTOR must maintain such financial records for a period of ten (10) years or until
24 any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for
25 any disallowances related to inadequate documentation.

26 **6. INDEPENDENT CONTRACTOR**

27 In performance of the work, duties, and obligations assumed by CONTRACTOR under this
28 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of

1 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
2 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
3 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to
4 control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
5 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
6 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
7 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
8 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or
9 indirectly the subject of this Agreement.

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

18 **7. MODIFICATION**

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

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

26 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,
27 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, and
28 changes to the volume of units of services/types of service units to be provided as set forth in Exhibit C

1 that do not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR may
2 be made with the written approval of COUNTY's DBH Director, or his or her designee. Changes to the
3 expense categories in the budget that exceed ten percent (10%) of the maximum compensation payable
4 to the CONTRACTOR, may be made with the signed written approval of COUNTY's DBH Director, or his
5 or her designee through an amendment approved by COUNTY's Counsel and COUNTY's Auditor-
6 Controller's Office.

7 Said modifications shall not result in any change to the annual maximum compensation
8 amount payable to CONTRACTOR, as stated in this Agreement.

9 CONTRACTOR hereby agrees that changes to the compensation under this Agreement
10 may be necessitated by a reduction in funding from State and / or Federal sources. COUNTY's DBH
11 Director or designee may modify the maximum compensation depending on State and Federal funding
12 availability, as stated in Section Four (4) in this Agreement. CONTRACTOR further understands that this
13 Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which affect the
14 provisions, term, or funding of this Agreement in any manner.

15 **8. NON-ASSIGNMENT**

16 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties
17 under this Agreement without the prior written consent of the other party.

18 **9. HOLD HARMLESS**

19 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
20 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
21 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to COUNTY
22 in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
23 employees under this Agreement, and from any and all costs and expenses, including attorney fees and
24 court costs, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
25 corporation who may be injured or damaged by the performance, or failure to perform, of
26 CONTRACTOR, its officers, agents, or employees under this Agreement. In addition, CONTRACTOR
27 agrees to indemnify COUNTY for Federal, State of California and / or local audit exceptions resulting from
28 noncompliance herein on the part of the CONTRACTOR.

1 **10. INSURANCE**

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

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than One Million
7 Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million
8 Dollars (\$3,000,000). This policy shall be issued on a per occurrence basis.
9 COUNTY may require specific coverages including completed operations, product
liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
any other liability insurance deemed necessary because of the nature of the
Agreement.

10 B. Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits no less than One Million
12 Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage
13 should include any automobile used in connection with this Agreement. If
14 CONTRACTOR's employees are not covered by CONTRACTOR's automobile
liability insurance policy, CONTRACTOR shall ensure that each employee as part
of this Agreement procures and maintains their own private automobile coverage in
force during the term of this Agreement, at the employee's sole cost and expense.

15 C. Professional Liability

16 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W.,
17 L.M.F.T., etc.) in providing services, Professional Liability Insurance with limits of
18 not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars
19 (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its
sole expense, in full force and effect for a period of five (5) years following the
termination of this Agreement, one or more policies of professional liability
insurance with limits of coverage as specified herein.

20 D. Real and Property Insurance

21 CONTRACTOR shall maintain a policy of insurance for all risk personal property
22 coverage which shall be endorsed naming the County of Fresno as an additional
23 loss payee. The personal property coverage shall be in an amount that will cover
24 the total of the COUNTY purchase and owned property, at a minimum, as
discussed in Section Twenty (20) of this Agreement.

25 E. All Risk Property Insurance

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

1 F. Worker's Compensation

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

4 G. Child Abuse/Molestation and Social Services Coverage

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

12 H. Cyber Liability

13 Cyber Liability Insurance, with limits not less than One Million Dollars (\$1,000,000)
14 per occurrence or claim, One Million Dollars (\$1,000,000) aggregate. Coverage
15 shall be sufficiently broad to respond to the duties and obligations as is undertaken
16 by CONTRACTOR in this Agreement and shall include, but not be limited to, claims
17 involving infringement of intellectual property, including but not limited to
18 infringement of copyright, trademark, trade dress, invasion of privacy violations,
19 information theft, damage to or destruction of electronic information, release of
20 private information, alteration of electronic information, extortion and network
21 security. The policy shall provide coverage for breach response costs as well as
22 regulatory fines and penalties as well as credit monitoring expenses with limits
23 sufficient to respond to these obligations.

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

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
employees any amounts paid by the policy of worker's compensation insurance required by this
Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under

1 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

2 Within thirty (30) days from the date each CONTRACTOR signs this Agreement, said
3 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
4 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Public
5 Behavioral Health Division, 2085 E. Dakota Ave, Fresno, California, 93726, Attention: LOSS Team
6 Contract Staff Analyst, stating that such insurance coverages have been obtained and are in full force;
7 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
8 the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to
9 recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance
10 policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability
11 insurance names the County of Fresno, its officers, agents and employees, individually and collectively,
12 as additional insured, but only insofar as the operations under this Agreement are concerned; that such
13 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
14 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
15 contributing with insurance provided under CONTRACTOR policies herein; and that this insurance shall
16 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
17 COUNTY.

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

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

24 **11. LICENSES/CERTIFICATES**

25 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall
26 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for
27 the provision of the services hereunder and required by the laws and regulations of the United States of
28 America, State of California, the County of Fresno, and any other applicable governmental agencies.

CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed. CONTRACTOR shall provide COUNTY DBH, monthly staffing reports indicating staff licenses are valid and current.

12. RECORDS

COUNTY shall be allowed to review all records of services provided, including the goals and objectives of the service plans, and how the services provided is achieving the goals and objectives. All records shall be maintained for a minimum of ten (10) years from the date of the end of the Agreement.

13. REPORTS

A. Outcome Reports

CONTRACTOR shall submit to COUNTY's DBH service outcome reports as reasonably requested by COUNTY's DBH. Outcome reports and performance outcome measures requirements are subject to change at COUNTY's DBH discretion. Outcome reports are further referenced in Exhibit A and Exhibit D, "Performance Outcome Measures", attached hereto and incorporated herein by reference and made part of this Agreement.

B. Additional Reports

CONTRACTOR shall submit to COUNTY's DBH by the twentieth (20th) of each month all monthly activity and budget reports for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and other information as COUNTY's DBH may reasonably request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition, CONTRACTOR shall provide written notification and explanation to COUNTY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

14. MONITORING

CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director and the

State DHCS, or their designees, the right to review and monitor records, services or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's performance, in order to ensure compliance with the terms and conditions of this Agreement.

15. REFERENCES TO LAWS AND RULES

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

16. COMPLIANCE WITH STATE REQUIREMENTS

CONTRACTOR recognizes that COUNTY operates its mental health programs under an agreement with the State DHCS, and that under said agreement the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit E, "State Mental Health Requirements", attached hereto and by this reference incorporated herein and made part of this Agreement. CONTRACTOR shall also file an incident report for all incidents involving clients, following the COUNTY's DBH's "Incident Reporting and Intensive Analysis" policy and procedure guide and using the "Incident Report" Worksheet identified in Exhibit F, "Fresno County Mental Health Plan Incident Reporting", attached hereto and by this reference incorporated herein and made part of this Agreement, or a protocol and worksheet presented by CONTRACTOR that is accepted by COUNTY's DBH Director, or his or her designee.

17. CONFIDENTIALITY

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

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is

only for treatment, payment, and health care operations.

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

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

19. DATA SECURITY

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

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

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

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

B. CONTRACTOR-Owned Computers or Computer Peripherals

CONTRACTOR may not bring CONTRACTOR-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information

Officer, and/or his or her designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

20. PROPERTY OF COUNTY

A. COUNTY and CONTRACTOR recognizes that fixed assets are tangible and

1 intangible property obtained or controlled under COUNTY's MHP for use in operational capacity and will
2 benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a
3 straight-line basis.

4 For COUNTY purposes, fixed assets must fulfill three qualifications:

- 5 1. Asset must have life span of over one year.
- 6 2. The asset is not a repair part.
- 7 3. The asset must be valued at or greater than the capitalization thresholds for
8 the asset type.

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$ 0
• Building and Improvements	\$ 100,000
• Infrastructure	\$ 100,000
• Tangible	\$ 5,000
o Equipment	
o Vehicles	
• Intangible Asset	\$ 100,000
o Internal Generate Software	
o Purchased Software	
o Easements	
o Patents	
• Capital Lease	\$ 5,000

18 Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is
19 approved and identified as an asset, it will be tagged with a COUNTY program number. A "Fixed Asset
20 Log", attached hereto as Exhibit G and by this reference incorporated herein and made part of this
21 Agreement, will be maintained by COUNTY's Asset Management System and annual inventoried until the
22 asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be
23 inventoried in comparison to COUNTY's DBH Asset Inventory System.

24 B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but
25 more than \$1,000, with over one (1) year life span, and/or are mobile and high risk of theft or loss are
26 sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and
27 other sensitive items as determined by COUNTY's DBH Director, or his or her designee. CONTRACTOR
28 maintains a tracking system on the items and are not required to be capitalize or depreciated. The items

1 are subject to annual inventory for compliance.

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

9 CONTRACTOR further agrees to the following:

10 1. To maintain all items of equipment in good working order and condition,
11 normal wear and tear is expected;

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

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

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

25 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever
26 there is any modification or change in the use of any property acquired or improved, in whole or in part,
27 using funds under this Agreement. If any real or personal property acquired or improved with said funds
28 identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this

1 Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market
2 value of the property, less any portion thereof attributable to expenditures of funds not provided under this
3 Agreement. These requirements shall continue in effect for the life of the property. In the event this
4 Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or
5 property funded with said funds, unless action is taken by the State government to relieve COUNTY of
6 these obligations.

7 **21. NON-DISCRIMINATION**

8 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not
9 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin,
10 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
11 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor
12 shall they discriminate unlawfully against any employee or applicant for employment because of race,
13 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
14 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
15 orientation, or military or veteran status. CONTRACTOR shall insure that the evaluation and treatment of
16 employees and applicants for employment are free of such discrimination.

17 CONTRACTOR and subcontractors shall comply with the provisions of the Fair
18 Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder (Cal.
19 Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of
20 the Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by the
21 awarding state agency to implement such article. CONTRACTOR shall permit access by representatives
22 of the Department of Fair Employment and Housing and the awarding state agency upon reasonable
23 notice at any time during the normal business hours, but in no case less than twenty-four (24) hours
24 notice, to such of its books, records, accounts, and all other sources of information and its facilities as
25 said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and
26 its subcontractors shall give written notice of their obligations under this clause to labor organizations with
27 which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105)
28 CONTRACTOR shall include the Non-Discrimination and compliance provisions of this clause in all

subcontracts to perform work under this Agreement.

22. CULTURAL COMPETENCY

As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

A. Title 6 of the Civil Rights Act of 1964 (42 U.S.C. section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.

B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP clients, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with these requirements.

C. CONTRACTOR shall not use minors as interpreters.

D. CONTRACTOR shall provide and pay for interpreting and translation services to persons participating in CONTRACTOR's services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those documents that contain information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

E. In compliance with the State mandated Culturally and Linguistically Appropriate Services standards as published by the Office of Minority Health, CONTRACTOR must submit to

COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR plan to address all fifteen national cultural competency standards as set forth in the "National Standards on Culturally and Linguistically Appropriate Services (CLAS)" <https://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>. COUNTY's annual on-site review of CONTRACTOR shall include collection of documentation to ensure all national standards are implemented. As the national competency standards are updated, CONTRACTOR plan must be updated accordingly. Cultural competency training for CONTRACTOR staff should be substantively integrated into health professions education and training at all levels, both academic and functional, including core curriculum, professional licensure, and continuing professional development programs. CONTRACTOR on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows all CONTRACTOR staff cultural competency trainings completed.

F. CONTRACTOR shall be responsible for conducting an annual cultural competency self-assessment and provide the results of said self-assessment to the COUNTY'S DBH. The annual cultural competency self-assessment instruments shall be reviewed by the COUNTY and revised as necessary to meet the approval of the COUNTY.

G. Cultural competency training for CONTRACTOR staff should be substantively integrated into health professions education and training at all levels, both academic and functional, including core curriculum, professional licensure, and continuing professional development programs. On an annual basis, CONTRACTOR's direct service providers shall complete eight (8) hours of cultural competency training. CONTRACTOR on a monthly basis shall provide COUNTY DBH a monthly monitoring tool/report that shows cultural competency trainings completed.

23. AMERICANS WITH DISABILITIES ACT

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

1 section 11135 codifies section 508 of the Act requiring accessibility of electronic and information
2 technology.

3 **24. CONFLICT OF INTEREST**

4 No officer, agent, or employee of COUNTY who exercises any function or responsibility for
5 planning and carrying out the services provided under this Agreement shall have any direct or indirect
6 personal financial interest in this Agreement. In addition, no employee of COUNTY shall be employed by
7 CONTRACTOR to fulfill any contractual obligations with COUNTY.

8 CONTRACTOR shall also comply with all Federal, State of California, and local conflict of
9 interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this
10 Agreement and any officer, agent, or employee of COUNTY.

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

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

28 ///

1 **26. SINGLE AUDIT CLAUSE**

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

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

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

6 **27. COMPLIANCE**

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

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

26 **28. ASSURANCES**

27 In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded,
28 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it

1 has not been convicted of a criminal offense related to the provision of health care items or services; nor
2 has it been reinstated to participation in the Federal Health Care Programs after a period of exclusion,
3 suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that
4 CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility
5 for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs
6 and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or
7 the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part,
8 directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such
9 time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

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

28 2) Notwithstanding the above, COUNTY at its discretion may terminate this

1 Agreement in accordance with Section Two (2) of this Agreement, or require adequate assurance (as
2 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of
3 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.
4 Such demand for adequate assurance shall be effective upon a timeframe to be determined by COUNTY
5 to protect the interests of COUNTY consumers.

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

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

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

28 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for

1 information from COUNTY, which may be necessary to complete any internal or external audits relating to
2 CONTRACTOR's compliance with the provisions of this Section.

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

6 **29. PUBLIC PROHIBITION**

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

15 **30. COMPLAINTS**

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

24 Within ten (10) days after each incident or complaint affecting COUNTY-sponsored clients,
25 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of
26 the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the
27 complaint. In addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit F and
28 Exhibit I, "Fresno County Mental Health Plan – Grievances", regarding grievances and incident reporting,

1 attached hereto and by this reference incorporated herein and made a part of this Agreement.

2 **31. CHILD ABUSE REPORTING ACT**

3 CONTRACTOR shall establish a procedure acceptable to the COUNTY's DBH Director, or
4 his or her designee, to ensure that all of the CONTRACTOR's employees, consultants, subcontractors or
5 agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal Code, and
6 performing services under this Agreement shall report all known or suspected child abuse or neglect to a
7 child protective agency as defined in Penal Code section 11165.9. This procedure shall include:

8 A. A requirement that all CONTRACTOR's employees, consultants, subcontractors or
9 agents performing services shall sign a statement that he or she knows of and will comply with the
10 reporting requirements as defined in Penal Code section 11166(a), identified in Exhibit J, attached hereto
11 and incorporated herein by reference and made part of this Agreement.

12 B. Establishing procedures to ensure reporting even when employees, consultants,
13 subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a),
14 gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

15 **32. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

16 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
17 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104, and
18 455.106(a)(1),(2).

19 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
20 the following information must be disclosed by CONTRACTOR by completing Exhibit K, "Disclosure of
21 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein
22 and made part of this Agreement. CONTRACTOR shall submit this form to COUNTY's DBH within thirty
23 (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes
24 to this information within thirty-five (35) days of occurrence by completing Exhibit K. CONTRACTOR is
25 required to submit a set of fingerprints for any person with a five (5) percent or greater direct or indirect
26 ownership interest in CONTRACTOR. COUNTY may terminate this Agreement where any person with a
27 five (5) percent or greater direct or indirect ownership interest in the CONTRACTOR did not submit timely
28 and accurate information and cooperate with any screening method required in CFR, Title 42, Section

1 455.416. Submissions shall be scanned portable document format (pdf) copies and are to be sent via
2 email to DBHAdministration@fresnocountyca.gov, Attention: Contracts Administration. COUNTY may
3 deny enrollment or terminate this Agreement where any person with a five (5) percent or greater direct or
4 indirect ownership interest in CONTRACTOR has been convicted of a criminal offense related to that
5 person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years.

6 **33. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

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

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

- 12 1) Fraud or a criminal offense in connection with obtaining, attempting to
13 obtain, or performing a public (federal, state, or local) transaction or
14 contract under a public transaction;
- 15 2) Violation of a federal or state antitrust statute;
- 16 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
17 or
- 18 4) False statements or receipt of stolen property.

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

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

28 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other

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

34. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

35. SUBCONTRACTS

CONTRACTOR shall obtain written approval from COUNTY’s DBH Director, or designee, before subcontracting any of the services delivered under this Agreement. COUNTY’s DBH Director, or designee, retains the right to approve or reject any request for subcontracting services. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing

by COUNTY's DBH Director, or designee. The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation that is provided for under this Agreement.

36. AUDITS AND INSPECTIONS

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

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

37. NOTICES

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

COUNTY

Director, County of Fresno
Department of Behavioral Health
PO BOX 1912
Fresno, CA 93718-1912

CONTRACTOR

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

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A

notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this Section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

38. SEVERABILITY

If any non-material term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

39. GOVERNING LAW

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

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

40. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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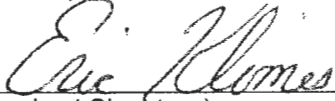
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR:**

5 Hinds Hospice

6 
7 _____
(Authorized Signature)

8 Eric Klimes, CEO
9 _____
Print Name & Title

10 2490 W. Shaw Ave.
11 _____

12 Fresno, CA 93711
13 _____
Mailing Address

4 **COUNTY OF FRESNO**


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

14 **ATTEST:**

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

16 By: 
17 Deputy

21 **FOR ACCOUNTING USE ONLY:**

22 ORG No.: 56304776
23 Account No.: 7295/0
Fund/Subclass: 0001/10000

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
Brandy Lidbeck, Program Coordinator

CONTRACT PERIOD: Effective Upon Execution – June 30, 2022
With two possible 12-month extensions

AMOUNT: Effective Upon Execution – June 30, 2019: \$85,485
FY 19-20: \$337,777
FY 20-21: \$346,631
FY 21-22: \$351,860
FY 22-23: \$355,489
FY 23-24: \$360,622

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 provided to family members and loved ones of the deceased, both adults and children, and will extend into their workplace and communities.

C. REFERRALS

Referrals for immediate response will primarily come from law enforcement dispatch and the coroner's office.

Individuals that reside in our county and the death occurred out of county, referrals will be from chaplain services, medical providers, community organizations and 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 will not be provided outside of Fresno County.

E. IMPLEMENTATION AND HOURS OF OPERATION

Services will eventually be available 7 days a week, 24 hours a day. Starting off, Services will be implemented in the phases identified below. Dates indicated below are estimates and may change with the approval of DBH and Contractor.

Phase 1: Month 1 - 3

- Program development-establishment of policies and procedures
- Volunteer recruitment, processing and training
- Community outreach
- Establishing protocol for referrals
- Delayed response provided

Phase 2: Month 4 – 8

- Begin immediate response by LOSS Team. Monday - Friday, 8:00AM-5:00PM (Metro Area only)
- All other suicides will receive delayed response by the LOSS Team.

Phase 3: Month 9 – 12

- Hours of operation will expand to 6:00AM – 12:00AM, 7 days a week (Metro Area only)
- All other suicides will receive delayed response by the Loss Team.

Phase 4: Month 13 – End of Contract

- Services will be fully operational in Fresno County. 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.

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

Six (6) therapy sessions shall be made available to all survivors. Sessions are free of charge and conducted by licensed clinicians and/or associate. Evidence-based therapeutic intervention practices will be used.

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 families 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. Workshops/Trainings - A variety of workshops shall be made available to families. Workshops should educate families on typical grief and loss reactions and experiences.

- 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.

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 and law enforcement/first responders.
- 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, Paint night, 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 C, Budget Summary.
2. 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 may subcontract to fill staffing positions identified in Exhibit C. CONTRACTOR shall obtain approval from COUNTY's DBH Director, or designee, before subcontracting any of the services delivered under this Agreement.

4. 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. Health Equity & Multicultural Diversity
 - d. Suicide Prevention Education
5. 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. Stipends will be provided to the volunteers per visit.
6. CONTRACTOR shall provide support to the volunteer survivors as well as staff on a monthly basis.
7. 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 (<http://mhsoac.ca.gov/laws-and-regulations>).
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 measureable 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. The LOSS Team will provide an active or delayed response to 50% of all suicide losses in the 1st year.
- b. The Loss Team will provide an active or delayed response to 60% of all suicide losses in the 2nd and all succeeding years
- c. 60% of survivors will access grief support services through Hinds Hospice.
- d. Conduct four trainings a year with community organizations (Faith supports, Social Workers, Hospitals) on how to provide support to those impacted by suicide, while also increasing networking referrals.
- e. Improvement of distressing symptoms related to grief in clients receiving services.
- f. Maintain data collection and report findings/trends to Department of Behavioral Health, and the suicide collaborative, in order to better serve survivors, and to decrease the suicide rate.

2. Data Tracking

- a. Total number of unduplicated individuals who engaged in services.
- b. Total number of unduplicated individuals who enter therapy 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 six sessions offered.

3. Data Collection

- a. CONTRACTOR will attempt to collect the following demographics:
 - 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.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2018-2019 (3 months: April 2019 - June 2019)

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Program Director	0.20		\$111,927	\$5,596
0002 Program Coordinator	1.00		\$68,640	\$17,160
0003 On-Call	0.00		\$13,000	
0004 On-Call	0.00		\$13,000	
0005 On-Call	0.00		\$13,000	
0006 After Hour Response	0.00		\$11,880	
0007 Licensed Clinician	0.40		\$66,560	\$6,656
0008 Admin Program Support Staff	0.40		\$37,440	\$3,744
SALARY TOTAL	2.00	\$0	\$335,447	\$33,156
PAYROLL TAXES:				
0030 OASDI				\$2,429
0031 FICA/MEDICARE				\$4,192
0032 SUI				\$4,421
PAYROLL TAX TOTAL				\$11,042
EMPLOYEE BENEFITS:				
0040 Retirement				\$548
0041 Workers Compensation				\$1,137
0042 Health Insurance (medical, vision, life, dental)				\$6,277
EMPLOYEE BENEFITS TOTAL				\$7,962
SALARY & BENEFITS GRAND TOTAL				\$52,160
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$2,007
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$0
1013 Building Maintenance				\$0
1014 Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL				\$2,007

OPERATING EXPENSES:

1060	Telephone/Cell Phone	\$1,115
1061	Answering Service	\$0
1062	Postage/Mailing	\$1,000
1063	Printing/Reproduction	\$500
1064	Publications	\$0
1065	Legal Notices/Advertising/Outreach	\$625
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies	\$2,225
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$624
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$5,000
1075	Lodging	\$0
1076	IT Support	\$1,125
1077	Background Checks	\$4,950
1078	Uniforms and Badges	\$3,300
1079	Interpreter Services	\$0
OPERATING EXPENSES TOTAL		\$20,464

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$830
1083	Administrative Overhead	\$6,024
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$6,854

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0

FIXED ASSETS:

1190	Computers & Software	\$2,000
1191	Furniture & Fixtures	\$2,000
1192	Other - (Identify)	\$0
1193	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$4,000

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$85,485

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		0		\$0
Estimated % of Clients that are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			0.00%	\$0
State M/Cal Share of Cost % (BH Realignment/EPSTD)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$85,485
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$85,485
TOTAL PROGRAM REVENUE		\$85,485

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2018-2019 (3 months: April 2019 - June 2019)
Budget Narrative - Expenses

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

- 0001 One (1) Director of Center for Grief and Healing
- (\$111,927 Annual Base Salary) x (.2 FTE) x (3 Months) / (12 Months) = \$5,596
- Responsible for developing, coordinating, supervising, providing and/or assuring provision of bereavement services to hospice families and to the community at large. The Director of the Center for Grief and Healing is responsible for all aspects of the various bereavement programs and provides supervision to staff and volunteers involved in the Bereavement Program. In addition, this position will also provide direct services to clients.
- 0002 One (1) SOSL Program Coordinator
- (\$68,640 Annual Base Salary) x (1 FTE) x (3 Months) / (12 Months) = \$17,160
- Responsible for coordinating grief support services for survivors, community education, and outreach, to include suicide prevention education. They will also provide both individual, family and group counseling services. Other duties include the LOSS team, management of on-call staff and volunteers.
- 0007 One (1) Licensed Clinician
- (\$66,560 Annual Base Salary) x (.4 FTE) x (3 Months) / (12 Months) = \$6,656
- Provides support to grieving individuals, couples, and families. Facilitates support groups.
- 0008 One (1) Admin Program Support
- (\$37,440 Annual Base Salary) x (.4 FTE) x (3 Months) / (12 Months) = \$3,744
- Responsible for collecting and recording all client data. This individual will assemble all materials and resources given to families and first responders. This individual will work directly with the Program Coordinator to facilitate survivor support services and distribution of satisfaction surveys.
- 0030 OASDI
- OASDI will be paid in a like manner as other employees of Hinds Hospice. (\$2,429)

0031 FICA/MEDICARE

FICA/MEDICARE will be paid in a like manner as other employees of Hinds Hospice. (\$4,192)

0032 SUI

SUI will be paid in a like manner as other employees of Hinds Hospice. (\$4,421)

0040 Retirement

Retirement will be paid in a like manner as other employees of Hinds Hospice. (\$548)

0041 Workers Compensation

Workers Compensation will be paid in a like manner as other employees of Hinds Hospice. (\$1,137)

0042 Health Insurance (medical, vision, life, dental)

Health Insurance will be paid in a like manner as other employees of Hinds Hospice. (\$6,277)

Facilities/Equipment Expenses – Line Items 1010-1014

- 1010 Rent expense is all inclusive and includes space, utilities and housekeeping at a rate of \$1 per square foot per month. The program will occupy approximately 669 square of office space at \$1 per foot for 12 months which totals \$8,028 annually. (\$8,028 / 12 months x 3 month ramp up = \$2,007)

Operating Expenses - Line Items 1060-1077

1060 Telephone/Internet/Cell Phone

Phone and Internet - Estimated at \$92/mo x 3 months = \$275

Cell Phones - Estimated at 4 Positions x \$70/mo x 3 months = \$840

Agency issued cellphones are for business use only.

1062 Postage/Mailing

Postage will be used to mail out miscellaneous informational resource packets to families both local and non-local. Cost is estimated @ \$125.

Mailings include bereavement mailings, informational resource packets to families, and invitations to special events. Cost is estimated @ \$875.

1063 Printing/Reproduction

In-house printing, business cards, flyers, folders and brochures, given to each family, etc. Costs are estimated @ \$500.

1065 Legal Notices/Advertising/Outreach

Folders, flyers, envelopes and other materials used to advertise the LOSS team to both gather volunteers as well as inform 1st responders and other key stakeholders of the presence of the LOSS team. Cost is estimated @ \$625.

1069 Program Supplies

Supplies include but are not limited to suicide grief books for children, variety of resources from American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits to each family (i.e.. Blankets, journals, etc.). Cost is estimated @ \$2,225.

1072 Staff Mileage/vehicle maintenance

Reimbursement of mileage used to respond to on-scene active and delayed calls. Estimated 31 responses x 35 miles round trip each x \$.57= \$624.

1074 Staff Training/Registration

This will include the initial training for all volunteers and clinicians on how to appropriately respond to a LOSS call. This will be facilitated by associates of the national LOSS Team consultants. After the initial training, this will be used for ongoing education, trainings and LOSS Team conferences. Cost is estimated @ \$5000.

1076 IT Support

IT Support includes technology support and system security. Cost is estimated @ \$1,125 per year.

1077 Background Checks

Background checks are conducted on each LOSS Team members (staff and volunteers) to ensure safety and protection of the community as the LOSS Team enters into the homes and workplaces of survivors. Estimated at 30 individuals x \$165/each = \$4,950.

1078 Uniforms and Badges

All LOSS team members (staff and volunteers) will wear a designated uniform to provide professionalism to each on-scene call. Uniforms may consist of collared shirts and jackets with the official LOSS Team logo. 50 shirts @ \$15= \$750, 50 jackets @ \$40= \$2000, 50 nametags @ \$5 = \$ 250 + set-up and tax \$300 = \$3300.

Financial Services Expenses – Line Items 1080-1085

1082 Liability Insurance

General liability insurance cost is estimated at \$830 for the three month term.

1083 Administrative Overhead

Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of Hinds Hospice (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing). (\$6,024)

Fixed Assets – Line Items 1190-1193

1190 Computer and Software

Includes 4 computers (as well as printers) and software. Cost is estimated at \$2,000.

1191 Furniture and Fixtures

Includes office chairs and desk. Cost is estimated at \$2,000.

TOTAL PROGRAM EXPENSE: \$85,485

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2019-2020

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Program Director	0.20		\$111,927	\$22,385
0002 Program Coordinator	1.00		\$68,640	\$68,640
0003 On-Call	1.00		\$13,000	\$13,000
0004 On-Call	1.00		\$13,000	\$13,000
0005 On-Call	1.00		\$13,000	\$13,000
0006 After Hour Response	1.00		\$11,880	\$11,880
0007 Licensed Clinician	0.40		\$66,560	\$26,624
0008 Admin Program Support Staff	0.40		\$37,440	\$14,976
SALARY TOTAL	6.00	\$0	\$335,447	\$183,505
PAYROLL TAXES:				
0030 OASDI				\$12,871
0031 FICA/MEDICARE				\$15,549
0032 SUI				\$5,638
PAYROLL TAX TOTAL		\$0	\$0	\$34,058
EMPLOYEE BENEFITS:				
0040 Retirement				\$2,914
0041 Workers Compensation				\$6,026
0042 Health Insurance (medical, vision, life, dental)				\$28,769
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$37,709
SALARY & BENEFITS GRAND TOTAL				\$255,272
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$8,028
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$0
1013 Building Maintenance				\$0
1014 Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL				\$8,028

OPERATING EXPENSES:

1060	Telephone/Cell Phone	\$4,460
1061	Answering Service	\$1,275
1062	Postage/Mailing	\$4,000
1063	Printing/Reproduction	\$2,000
1064	Publications	\$0
1065	Legal Notices/Advertising/Outreach	\$6,500
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies	\$8,900
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$2,494
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$1,250
1075	Lodging	\$0
1076	IT Support	\$4,500
1077	Background Checks	\$1,320
1078	Uniforms and Badges	\$825
1079	Interpreter Services	\$2,535
OPERATING EXPENSES TOTAL		\$40,059.00

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$3,320
1083	Administrative Overhead	\$24,097
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$27,417

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant/Volunteer Stipends	\$7,000
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$7,000

FIXED ASSETS:

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

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$337,777

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		0		\$0
Estimated % of Clients that are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			0.00%	\$0
State M/Cal Share of Cost % (BH Realignment/EPSDT)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$337,777
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$337,777
TOTAL PROGRAM REVENUE		\$337,777

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2019-2020
Budget Narrative - Expenses

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

0001 One (1) Director of Center for Grief and Healing

(\$111,927 Annual Base Salary) x (.2 FTE) = \$22,385

Responsible for developing, coordinating, supervising, providing and/or assuring provision of bereavement services to hospice families and to the community at large. The Director of the Center for Grief and Healing is responsible for all aspects of the various bereavement programs and provides supervision to staff and volunteers involved in the Bereavement Program. In addition, this position will also provide direct services to clients.

0002 One (1) SOSL Program Coordinator

(\$68,640 Annual Base Salary) x (1 FTE) = \$68,640

Responsible for coordinating grief support services for survivors, community education, and outreach, to include suicide prevention education. They will also provide both individual, family and group counseling services. Other duties include the LOSS team, management of on-call staff and volunteers.

0003 - 0005 Three (3) On-Call Clinicians

(\$13,000 Annual Base Salary) x (1 FTE) x 3 Positions = \$39,000

Takes calls seven (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 response to Loss Team requests. When a request is received, the employee will be paid as position 0006 On-Call Response, which is compensation for call duty. There are a total of 123 hours of on-call shifts per week. These shifts will be covered by 3 employees with an average on-call schedule of 41 hours each per week. Clinicians are required for this position 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 the suicide loss survivor volunteer and first responders.

0006 One (1) FTE After Hour Response Clinician

$(\$30/\text{hr} \times 288 \text{ response hours}) \times (\$45/\text{hr} \times 72 \text{ OT hours}) = \$11,880$

It is estimated that 288 hours will be paid at the base rate of \$30/hr and that the remaining 72 hours will be paid at an overtime of \$45/hr. The position provides direct Active Loss on-scene support to survivors immediately after dispatched. Clinicians are required for this position 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 volunteers and first responders. We estimated that 60% of suicides will take place outside of normal business hours or approximately 72 per year. Each response is expected to take 3 hours, which includes travel and volunteer debriefing. Approximately, one-third of these hours are estimated to be paid at an over-time rate.

0007 One (1) Licensed Clinician

$(\$66,560 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$26,656$

Provides support to grieving individuals, couples, and families. Facilitates support groups.

0008 One (1) Admin Program Support

$(\$37,440 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$14,976$

Responsible for collecting and recording all client data. This individual will assemble all materials and resources given to families and first responders. This individual will work directly with the Program Coordinator to facilitate survivor support services and distribution of satisfaction surveys.

0030 OASDI

OASDI will be paid in a like manner as other employees of Hinds Hospice. (\$12,871)

0031 FICA/MEDICARE

FICA/MEDICARE will be paid in a like manner as other employees of Hinds Hospice. (\$15,549)

0032 SUI

SUI will be paid in a like manner as other employees of Hinds Hospice. (\$5,638)

0040 Retirement

Retirement will be paid in a like manner as other employees of Hinds Hospice. (\$2,914)

0041 Workers Compensation

Workers Compensation will be paid in a like manner as other employees of Hinds Hospice. (\$6,026)

0042 Health Insurance (medical, vision, life, dental)

Health Insurance will be paid in a like manner as other employees of Hinds Hospice. (\$28,769)

Facilities/Equipment Expenses – Line Items 1010-1014

- 1010 Rent expense is all inclusive and includes space, utilities and housekeeping at a rate of \$1 per square foot per month. The program will occupy approximately 669 square of office space at \$1 per foot for 12 months which totals \$8,028 annually.

Operating Expenses - Line Items 1060-1077

1060 Telephone/Internet/Cell Phone

Phone and Internet - Estimated at \$92/mo x 12 months = \$1,100

Cell Phones - Estimated at 4 Positions x \$70/mo x 12 months = \$3,360

Agency issued cellphones are for business use only.

1061 Answering Services

This service documents every call and dispatches to the On-Call Clinician for response. Used to receive calls after hours, weekends, and holidays. Estimated @75 calls after hours x \$17 = \$1,275.

1062 Postage/Mailing

Postage will be used to mail out miscellaneous informational resource packets to families both local and non-local. Cost is estimated @ \$500

Mailings include bereavement mailings, informational resource packets to families, and invitations to special events. Estimated at \$7.50/ person (for 1 year of mailings) x 350 people + 8 labor hours/week= \$3,500

1063 Printing/Reproduction

In-house printing, business cards, flyers, folders and brochures, given to each family, etc. Costs are estimated @ \$2,000

1065 Legal Notices/Advertising/Outreach

Folders, flyers, envelopes and other materials used to advertise the LOSS team to both gather volunteers as well as inform 1st responders and other key stakeholders of the presence of the LOSS team. Cost is estimated @ \$2,500)

Outreach activities/events used to connect with the community and survivors such as a run/walk. Cost is estimated @ \$4,000

1069 Program Supplies

Supplies include but are not limited to suicide grief books for children, variety of resources from American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits to each family (i.e.. Blankets, journals, etc.). Cost is estimated @ \$8,900.

1072 Staff Mileage/vehicle maintenance

Reimbursement of mileage used to respond to on-scene active and delayed calls. Estimated 125 responses x 35 miles round trip each x \$.57= \$2,494.

1074 Staff Training/Registration

This will include the initial training for all volunteers and clinicians on how to appropriately respond to a LOSS call. This will be facilitated by associates of the national LOSS Team consultants. After the initial training, this will be used for ongoing education, trainings and LOSS Team conferences. Cost is estimated @ \$1,250.

1076 IT Support

IT Support includes technology support and system security. Cost is estimated @ \$4,500 per year.

1077 Background Checks

Background checks are conducted on each LOSS Team members (staff and volunteers) to ensure safety and protection of the community as the LOSS Team enters into the homes and workplaces of survivors. Estimated at 8 individuals x \$165/each = \$1,320.

1078 Uniforms and Badges

All LOSS team members (staff and volunteers) will wear a designated uniform to provide professionalism to each on-scene call. Uniforms may consist of collared shirts and jackets with the official LOSS Team logo. 10 shirts @ \$15= \$150, 10 jackets @ \$40= \$400, 10 nametags @ \$5 = \$ 50 + set-up and tax \$225 = \$825.

1079 Interpreter Services

Interpreter rates = \$65/hr (required minimum 2 hours +1 hr travel = 3 hours) = \$195 x 13 estimated service calls = \$2,535.

Financial Services Expenses – Line Items 1080-1085

1082 Liability Insurance

General liability insurance cost is estimated at \$3,320 for the 12 month term.

1083 Administrative Overhead

Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of Hinds Hospice (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing). (\$24,097)

Special Expenses – Line Items 1090-1092**1090 Consultants/Volunteer Stipends**

Volunteers will receive a \$50 stipend to attend each LOSS call response. Cost is estimated based off 140 responses. $\$50 \times 140 = \$7,000$.

TOTAL PROGRAM EXPENSE: \$337,777

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2020-2021

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Program Director	0.20		\$111,927	\$22,385
0002 Program Coordinator	1.00		\$68,640	\$68,640
0003 On-Call	1.00		\$13,000	\$13,000
0004 On-Call	1.00		\$13,000	\$13,000
0005 On-Call	1.00		\$13,000	\$13,000
0006 After Hour Response	1.00		\$11,880	\$11,880
0007 Licensed Clinician	0.40		\$66,560	\$26,624
0008 Admin Program Support Staff	0.40		\$37,440	\$14,976
SALARY TOTAL	6.00	\$0	\$335,447	\$183,505
PAYROLL TAXES:				
0030 OASDI				\$12,871
0031 FICA/MEDICARE				\$15,549
0032 SUI				\$5,638
PAYROLL TAX TOTAL		\$0	\$0	\$34,058
EMPLOYEE BENEFITS:				
0040 Retirement				\$2,914
0041 Workers Compensation				\$6,026
0042 Health Insurance (medical, vision, life, dental)				\$28,769
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$37,709
SALARY & BENEFITS GRAND TOTAL				\$255,272
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$8,028
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$0
1013 Building Maintenance				\$0
1014 Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL				\$8,028

OPERATING EXPENSES:

1060	Telephone/Cell Phone	\$4,460
1061	Answering Service	\$1,275
1062	Postage/Mailing	\$4,000
1063	Printing/Reproduction	\$2,000
1064	Publications	\$0
1065	Legal Notices/Advertising/Outreach	\$6,500
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies	\$8,900
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$2,494
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$4,000
1075	Lodging	\$0
1076	IT Support	\$4,500
1077	Background Checks	\$4,950
1078	Uniforms and Badges	\$3,300
1079	Interpreter Services	\$2,535
OPERATING EXPENSES TOTAL		\$48,914

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$3,320
1083	Administrative Overhead	\$24,097
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$27,417

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant/Volunteer Stipends	\$7,000
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$7,000

FIXED ASSETS:

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

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$346,631

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		0		\$0
Estimated % of Clients that are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			0.00%	\$0
State M/Cal Share of Cost % (BH Realignment/EPSTD)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$346,631
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$346,631
TOTAL PROGRAM REVENUE		\$346,631

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2020-2021
Budget Narrative - Expenses

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

0001 One (1) Director of Center for Grief and Healing

(\$111,927 Annual Base Salary) x (.2 FTE) = \$22,385

Responsible for developing, coordinating, supervising, providing and/or assuring provision of bereavement services to hospice families and to the community at large. The Director of the Center for Grief and Healing is responsible for all aspects of the various bereavement programs and provides supervision to staff and volunteers involved in the Bereavement Program. In addition, this position will also provide direct services to clients.

0002 One (1) SOSL Program Coordinator

(\$68,640 Annual Base Salary) x (1 FTE) = \$68,640

Responsible for coordinating grief support services for survivors, community education, and outreach, to include suicide prevention education. They will also provide both individual, family and group counseling services. Other duties include the LOSS team, management of on-call staff and volunteers.

0003 - 0005 Three (3) On-Call Clinicians

(\$13,000 Annual Base Salary) x (1 FTE) x 3 Positions = \$39,000

Takes calls seven (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 response to Loss Team requests. When a request is received, the employee will be paid as position 0006 On-Call Response, which is compensation for call duty. There are a total of 123 hours of on-call shifts per week. These shifts will be covered by 3 employees with an average on-call schedule of 41 hours each per week. Clinicians are required for this position 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 the suicide loss survivor volunteer and first responders.

0006 One (1) After Hour Response Clinician

$(\$30/\text{hr} \times 288 \text{ response hours}) \times (\$45/\text{hr} \times 72 \text{ OT hours}) = \$11,880$

It is estimated that 288 hours will be paid at the base rate of \$30/hr and that the remaining 72 hours will be paid at an overtime of \$45/hr. The position provides direct Active Loss on-scene support to survivors immediately after dispatched. Clinicians are required for this position 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 volunteers and first responders. We estimated that 60% of suicides will take place outside of normal business hours or approximately 72 per year. Each response is expected to take 3 hours, which includes travel and volunteer debriefing. Approximately, one-third of these hours are estimated to be paid at an over-time rate.

0007 One (1) Licensed Clinician

$(\$66,560 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$26,624$

Provides support to grieving individuals, couples, and families. Facilitates support groups.

0008 One (1) Admin Program Support

$(\$37,440 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$14,976$

Responsible for collecting and recording all client data. This individual will assemble all materials and resources given to families and first responders. This individual will work directly with the Program Coordinator to facilitate survivor support services and distribution of satisfaction surveys.

0030 OASDI

OASDI will be paid in a like manner as other employees of Hinds Hospice. (\$12,871)

0031 FICA/MEDICARE

FICA/MEDICARE will be paid in a like manner as other employees of Hinds Hospice. (\$15,549)

0032 SUI

SUI will be paid in a like manner as other employees of Hinds Hospice. (\$5,638)

0040 Retirement

Retirement will be paid in a like manner as other employees of Hinds Hospice. (\$2,914)

0041 Workers Compensation

Workers Compensation will be paid in a like manner as other employees of Hinds Hospice. (\$6,026)

0042 Health Insurance (medical, vision, life, dental)

Health Insurance will be paid in a like manner as other employees of Hinds Hospice. (\$28,769)

Facilities/Equipment Expenses – Line Items 1010-1014

- 1010 Rent expense is all inclusive and includes space, utilities and housekeeping at a rate of \$1 per square foot per month. The program will occupy approximately 669 square of office space at \$1 per foot for 12 months which totals \$8,028 annually.

Operating Expenses - Line Items 1060-1077

1060 Telephone/Internet/Cell Phone

Phone and Internet - Estimated at \$92/mo x 12 months = \$1,100

Cell Phones - Estimated at 4 Positions x \$70/mo x 12 months = \$3,360

Agency issued cellphones are for business use only.

1061 Answering Services

This service documents every call and dispatches to the On-Call Clinician for response. Used to receive calls after hours, weekends, and holidays. Estimated @75 calls after hours x \$17 = \$1,275.

1062 Postage/Mailing

Postage will be used to mail out miscellaneous informational resource packets to families both local and non-local. Cost is estimated @ \$500

Mailings include bereavement mailings, informational resource packets to families, and invitations to special events. Estimated at \$7.50/ person (for 1 year of mailings) x 350 people + 8 labor hours/week= \$3,500

1063 Printing/Reproduction

In-house printing, business cards, flyers, folders and brochures, given to each family, etc. Costs are estimated @ \$2,000

1065 Legal Notices/Advertising/Outreach

Folders, flyers, envelopes and other materials used to advertise the LOSS team to both gather volunteers as well as inform 1st responders and other key stakeholders of the presence of the LOSS team. Cost is estimated @ \$2,500)

Outreach activities/events used to connect with the community and survivors such as a run/walk. Cost is estimated @ \$4,000

1069 Program Supplies

Supplies include but are not limited to suicide grief books for children, variety of resources from American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits to each family (i.e.. Blankets, journals, etc.). Cost is estimated @ \$8,900.

1072 Staff Mileage/vehicle maintenance

Reimbursement of mileage used to respond to on-scene active and delayed calls. Estimated 125 responses x 35 miles round trip each x \$.57= \$2,494.

1074 Staff Training/Registration

This will include the initial training for all volunteers and clinicians on how to appropriately respond to a LOSS call. This will be facilitated by associates of the national LOSS Team consultants. After the initial training, this will be used for ongoing education, trainings and LOSS Team conferences. Cost is estimated @ \$4,000.

1076 IT Support

IT Support includes technology support and system security. Cost is estimated @ \$4,500 per year.

1077 Background Checks

Background checks are conducted on each LOSS Team members (staff and volunteers) to ensure safety and protection of the community as the LOSS Team enters into the homes and workplaces of survivors. Estimated at 30 individuals x \$165/each = \$4,950.

1078 Uniforms and Badges

All LOSS team members (staff and volunteers) will wear a designated uniform to provide professionalism to each on-scene call. Uniforms may consist of collared shirts and jackets with the official LOSS Team logo. 50 shirts @ \$15= \$750, 50 jackets @ \$40= \$2000, 50 nametags @ \$5 = \$ 250 + set-up and tax \$300 = \$3,300.

1079 Interpreter Services

Interpreter rates = \$65/hr (required minimum 2 hours +1 hr travel = 3 hours) = \$195
x 13 estimated service calls = \$2,535.

Financial Services Expenses – Line Items 1080-1085

1082 Liability Insurance

General liability insurance cost is estimated at \$3,320 for the 12 month term.

1083 Administrative Overhead

Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of Hinds Hospice (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing). (\$24,097)

Special Expenses – Line Items 1090-1092

1090 Consultants/Volunteer Stipends

Volunteers will receive a \$50 stipend to attend each LOSS call response. Cost is estimated based off 140 responses. $\$50 \times 140 = \$7,000$.

TOTAL PROGRAM EXPENSE: \$346,631

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2021-2022

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Program Director	0.20		\$114,166	\$22,833
0002 Program Coordinator	1.00		\$70,013	\$70,013
0003 On-Call	1.00		\$13,260	\$13,260
0004 On-Call	1.00		\$13,260	\$13,260
0005 On-Call	1.00		\$13,260	\$13,260
0006 After Hour Response	1.00		\$12,118	\$12,118
0007 Licensed Clinician	0.40		\$67,891	\$27,156
0008 Admin Program Support Staff	0.40		\$38,189	\$15,276
SALARY TOTAL	6.00	\$0	\$605,432	\$187,176
PAYROLL TAXES:				
0030 OASDI				\$13,129
0031 FICA/MEDICARE				\$15,860
0032 SUI				\$5,665
PAYROLL TAX TOTAL		\$0	\$0	\$34,654
EMPLOYEE BENEFITS:				
0040 Retirement				\$2,972
0041 Workers Compensation				\$6,146
0042 Health Insurance (medical, vision, life, dental)				\$28,871
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$37,989
SALARY & BENEFITS GRAND TOTAL				\$259,819
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$8,028
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$0
1013 Building Maintenance				\$0
1014 Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL				\$8,028

OPERATING EXPENSES:

1060	Telephone/Cell Phone	\$4,460
1061	Answering Service	\$1,275
1062	Postage/Mailing	\$4,000
1063	Printing/Reproduction	\$2,000
1064	Publications	\$0
1065	Legal Notices/Advertising/Outreach	\$6,500
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies	\$9,100
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$2,494
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$4,000
1075	Lodging	\$0
1076	IT Support	\$4,500
1077	Background Checks	\$4,950
1078	Uniforms and Badges	\$3,300
1079	Interpreter Services	\$2,535
OPERATING EXPENSES TOTAL		\$49,114

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$3,320
1083	Administrative Overhead	\$24,579
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$27,899

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant/Volunteer Stipends	\$7,000
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$7,000

FIXED ASSETS:

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

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$351,860

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		0		\$0
Estimated % of Clients that are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			0.00%	\$0
State M/Cal Share of Cost % (BH Realignment/EPSTD)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$351,860
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$351,860
TOTAL PROGRAM REVENUE		\$351,860

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2021-2022
Budget Narrative - Expenses

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

0001 One (1) Director of Center for Grief and Healing

(\$114,166 Annual Base Salary) x (.2 FTE) = \$22,833

Responsible for developing, coordinating, supervising, providing and/or assuring provision of bereavement services to hospice families and to the community at large. The Director of the Center for Grief and Healing is responsible for all aspects of the various bereavement programs and provides supervision to staff and volunteers involved in the Bereavement Program. In addition, this position will also provide direct services to clients.

0002 One (1) SOSL Program Coordinator

(\$70,013 Annual Base Salary) x (1 FTE) = \$70,013

Responsible for coordinating grief support services for survivors, community education, and outreach, to include suicide prevention education. They will also provide both individual, family and group counseling services. Other duties include the LOSS team, management of on-call staff and volunteers.

0003 - 0005 Three (3) On-Call Clinicians

(\$13,260 Annual Base Salary) x (1 FTE) x 3 Positions = \$39,780

Takes calls seven (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 response to Loss Team requests. When a request is received, the employee will be paid as position 0006 On-Call Response, which is compensation for call duty. There are a total of 123 hours of on-call shifts per week. These shifts will be covered by 3 employees with an average on-call schedule of 41 hours each per week. Clinicians are required for this position 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 the suicide loss survivor volunteer and first responders.

0006 One (1) After Hour Response Clinician

$(\$30.60/\text{hr} \times 288 \text{ response hours}) \times (\$45.90/\text{hr} \times 72 \text{ OT hours}) = \$12,118$

It is estimated that 288 hours will be paid at the base rate of \$30/hr and that the remaining 72 hours will be paid at an overtime of \$45/hr. The position provides direct Active Loss on-scene support to survivors immediately after dispatched. Clinicians are required for this position 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 volunteers and first responders. We estimated that 60% of suicides will take place outside of normal business hours or approximately 72 per year. Each response is expected to take 3 hours, which includes travel and volunteer debriefing. Approximately, one-third of these hours are estimated to be paid at an over-time rate.

0007 One (1) Licensed Clinician

$(\$67,891 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$27,156$

Provides support to grieving individuals, couples, and families. Facilitates support groups.

0008 One (1) Admin Program Support

$(\$38,189 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$15,276$

Responsible for collecting and recording all client data. This individual will assemble all materials and resources given to families and first responders. This individual will work directly with the Program Coordinator to facilitate survivor support services and distribution of satisfaction surveys.

0030 OASDI

OASDI will be paid in a like manner as other employees of Hinds Hospice. (\$13,129)

0031 FICA/MEDICARE

FICA/MEDICARE will be paid in a like manner as other employees of Hinds Hospice. (\$15,860)

0032 SUI

SUI will be paid in a like manner as other employees of Hinds Hospice. (\$5,665)

0040 Retirement

Retirement will be paid in a like manner as other employees of Hinds Hospice. (\$2,972)

0041 Workers Compensation

Workers Compensation will be paid in a like manner as other employees of Hinds Hospice. (\$6,146)

0042 Health Insurance (medical, vision, life, dental)

Health Insurance will be paid in a like manner as other employees of Hinds Hospice. (\$28,871)

Facilities/Equipment Expenses – Line Items 1010-1014

- 1010 Rent expense is all inclusive and includes space, utilities and housekeeping at a rate of \$1 per square foot per month. The program will occupy approximately 669 square of office space at \$1 per foot for 12 months which totals \$8,028 annually.

Operating Expenses - Line Items 1060-1077

1060 Telephone/Internet/Cell Phone

Phone and Internet - Estimated at \$92/mo x 12 months = \$1,100

Cell Phones - Estimated at 4 Positions x \$70/mo x 12 months = \$3,360

Agency issued cellphones are for business use only.

1061 Answering Services

This service documents every call and dispatches to the On-Call Clinician for response. Used to receive calls after hours, weekends, and holidays. Estimated @75 calls after hours x \$17 = \$1,275.

1062 Postage/Mailing

Postage will be used to mail out miscellaneous informational resource packets to families both local and non-local. Cost is estimated @ \$500

Mailings include bereavement mailings, informational resource packets to families, and invitations to special events. Estimated at \$7.50/ person (for 1 year of mailings) x 350 people + 8 labor hours/week= \$3,500

1063 Printing/Reproduction

In-house printing, business cards, flyers, folders and brochures, given to each family, etc. Costs are estimated @ \$2,000

1065 Legal Notices/Advertising/Outreach

Folders, flyers, envelopes and other materials used to advertise the LOSS team to both gather volunteers as well as inform 1st responders and other key stakeholders of the presence of the LOSS team. Cost is estimated @ \$2,500)

Outreach activities/events used to connect with the community and survivors such as a run/walk. Cost is estimated @ \$4,000

1069 Program Supplies

Supplies include but are not limited to suicide grief books for children, variety of resources from American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits to each family (i.e.. Blankets, journals, etc.). Cost is estimated @ \$9,100.

1072 Staff Mileage/vehicle maintenance

Reimbursement of mileage used to respond to on-scene active and delayed calls. Estimated 125 responses x 35 miles round trip each x \$.57= \$2,494.

1074 Staff Training/Registration

This will include the initial training for all volunteers and clinicians on how to appropriately respond to a LOSS call. This will be facilitated by associates of the national LOSS Team consultants. After the initial training, this will be used for ongoing education, trainings and LOSS Team conferences. Cost is estimated @ \$4,000.

1076 IT Support

IT Support includes technology support and system security. Cost is estimated @ \$4,500 per year.

1077 Background Checks

Background checks are conducted on each LOSS Team members (staff and volunteers) to ensure safety and protection of the community as the LOSS Team enters into the homes and workplaces of survivors. Estimated at 30 individuals x \$165/each = \$4,950.

1078 Uniforms and Badges

All LOSS team members (staff and volunteers) will wear a designated uniform to provide professionalism to each on-scene call. Uniforms may consist of collared shirts and jackets with the official LOSS Team logo. 50 shirts @ \$15= \$750, 50 jackets @ \$40= \$2000, 50 nametags @ \$5 = \$ 250 + set-up and tax \$300 = \$3,300.

1079 Interpreter Services

Interpreter rates = \$65/hr (required minimum 2 hours +1 hr travel = 3 hours) = \$195 x 13 estimated service calls = \$2,535.

Financial Services Expenses – Line Items 1080-1085

1082 Liability Insurance

General liability insurance cost is estimated at \$3,320 for the 12 month term.

1083 Administrative Overhead

Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of Hinds Hospice (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing). (\$24,579)

Special Expenses – Line Items 1090-1092

1090 Consultants/Volunteer Stipends

Volunteers will receive a \$50 stipend to attend each LOSS call response. Cost is estimated based off 140 responses. $\$50 \times 140 = \$7,000$.

TOTAL PROGRAM EXPENSE: \$351,860

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2022-2023

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Program Director	0.20		\$116,449	\$23,290
0002 Program Coordinator	1.00		\$71,413	\$71,413
0003 On-Call	1.00		\$13,525	\$13,525
0004 On-Call	1.00		\$13,525	\$13,525
0005 On-Call	1.00		\$13,525	\$13,525
0006 After Hour Response	1.00		\$12,360	\$12,360
0007 Licensed Clinician	0.40		\$69,249	\$27,700
0008 Admin Program Support Staff	0.40		\$38,953	\$15,581
SALARY TOTAL	6.00	\$0	\$348,999	\$190,919
PAYROLL TAXES:				
0030 OASDI				\$13,391
0031 FICA/MEDICARE				\$16,178
0032 SUI				\$5,693
PAYROLL TAX TOTAL		\$0	\$0	\$35,262
EMPLOYEE BENEFITS:				
0040 Retirement				\$3,032
0041 Workers Compensation				\$6,269
0042 Health Insurance (medical, vision, life, dental)				\$28,975
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$38,276
SALARY & BENEFITS GRAND TOTAL				\$264,457
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$8,028
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$0
1013 Building Maintenance				\$0
1014 Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL				\$8,028

OPERATING EXPENSES:

1060	Telephone/Cell Phone	\$4,460
1061	Answering Service	\$1,275
1062	Postage/Mailing	\$4,000
1063	Printing/Reproduction	\$2,000
1064	Publications	\$0
1065	Legal Notices/Advertising/Outreach	\$6,500
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies	\$8,100
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$2,494
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$3,500
1075	Lodging	\$0
1076	IT Support	\$4,500
1077	Background Checks	\$4,950
1078	Uniforms and Badges	\$3,300
1079	Interpreter Services	\$2,535
OPERATING EXPENSES TOTAL		\$47,614

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$3,320
1083	Administrative Overhead	\$25,071
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$28,391

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant/Volunteer Stipends	\$7,000
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$7,000

FIXED ASSETS:

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

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$355,489

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		0		\$0
Estimated % of Clients that are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			0.00%	\$0
State M/Cal Share of Cost % (BH Realignment/EPSTD)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$355,489
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$355,489
TOTAL PROGRAM REVENUE		\$355,489

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2022-2023
Budget Narrative - Expenses

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

0001 One (1) Director of Center for Grief and Healing

(\$116,449 Annual Base Salary) x (.2 FTE) = \$23,290

Responsible for developing, coordinating, supervising, providing and/or assuring provision of bereavement services to hospice families and to the community at large. The Director of the Center for Grief and Healing is responsible for all aspects of the various bereavement programs and provides supervision to staff and volunteers involved in the Bereavement Program. In addition, this position will also provide direct services to clients.

0002 One (1) SOSL Program Coordinator

(\$71,413 Annual Base Salary) x (1 FTE) = \$71,413

Responsible for coordinating grief support services for survivors, community education, and outreach, to include suicide prevention education. They will also provide both individual, family and group counseling services. Other duties include the LOSS team, management of on-call staff and volunteers.

0003 - 0005 Three (3) On-Call Clinicians

(\$13,525 Annual Base Salary) x (1 FTE) x 3 Positions = \$40,575

Takes calls seven (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 response to Loss Team requests. When a request is received, the employee will be paid as position 0006 On-Call Response, which is compensation for call duty. There are a total of 123 hours of on-call shifts per week. These shifts will be covered by 3 employees with an average on-call schedule of 41 hours each per week. Clinicians are required for this position 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 the suicide loss survivor volunteer and first responders.

0006 One (1) After Hour Response Clinician

$(\$31.21/\text{hr} \times 288 \text{ response hours}) \times (\$46.82/\text{hr} \times 72 \text{ OT hours}) = \$12,360$

It is estimated that 288 hours will be paid at the base rate of \$30/hr and that the remaining 72 hours will be paid at an overtime of \$45/hr. The position provides direct Active Loss on-scene support to survivors immediately after dispatched. Clinicians are required for this position 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 volunteers and first responders. We estimated that 60% of suicides will take place outside of normal business hours or approximately 72 per year. Each response is expected to take 3 hours, which includes travel and volunteer debriefing. Approximately, one-third of these hours are estimated to be paid at an over-time rate.

0007 One (1) Licensed Clinician

$(\$69,249 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$27,700$

Provides support to grieving individuals, couples, and families. Facilitates support groups.

0008 One (1) Admin Program Support

$(\$38,953 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$15,581$

Responsible for collecting and recording all client data. This individual will assemble all materials and resources given to families and first responders. This individual will work directly with the Program Coordinator to facilitate survivor support services and distribution of satisfaction surveys.

0030 OASDI

OASDI will be paid in a like manner as other employees of Hinds Hospice. (\$13,391)

0031 FICA/MEDICARE

FICA/MEDICARE will be paid in a like manner as other employees of Hinds Hospice. (\$16,178)

0032 SUI

SUI will be paid in a like manner as other employees of Hinds Hospice. (\$5,693)

0040 Retirement

Retirement will be paid in a like manner as other employees of Hinds Hospice. (\$3,032)

0041 Workers Compensation

Workers Compensation will be paid in a like manner as other employees of Hinds Hospice. (\$6,269)

0042 Health Insurance (medical, vision, life, dental)

Health Insurance will be paid in a like manner as other employees of Hinds Hospice. (\$28,975)

Facilities/Equipment Expenses – Line Items 1010-1014

- 1010 Rent expense is all inclusive and includes space, utilities and housekeeping at a rate of \$1 per square foot per month. The program will occupy approximately 669 square of office space at \$1 per foot for 12 months which totals \$8,028 annually.

Operating Expenses - Line Items 1060-1077

1060 Telephone/Internet/Cell Phone

Phone and Internet - Estimated at \$92/mo x 12 months = \$1,100

Cell Phones - Estimated at 4 Positions x \$70/mo x 12 months = \$3,360

Agency issued cellphones are for business use only.

1061 Answering Services

This service documents every call and dispatches to the On-Call Clinician for response. Used to receive calls after hours, weekends, and holidays. Estimated @75 calls after hours x \$17 = \$1,275.

1062 Postage/Mailing

Postage will be used to mail out miscellaneous informational resource packets to families both local and non-local. Cost is estimated @ \$500

Mailings include bereavement mailings, informational resource packets to families, and invitations to special events. Estimated at \$7.50/ person (for 1 year of mailings) x 350 people + 8 labor hours/week= \$3,500

1063 Printing/Reproduction

In-house printing, business cards, flyers, folders and brochures, given to each family, etc. Costs are estimated @ \$2,000

1065 Legal Notices/Advertising/Outreach

Folders, flyers, envelopes and other materials used to advertise the LOSS team to both gather volunteers as well as inform 1st responders and other key stakeholders of the presence of the LOSS team. Cost is estimated @ \$2,500)

Outreach activities/events used to connect with the community and survivors such as a run/walk. Cost is estimated @ \$4,000

1069 Program Supplies

Supplies include but are not limited to suicide grief books for children, variety of resources from American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits to each family (i.e.. Blankets, journals, etc.). Cost is estimated @ \$8,100.

1072 Staff Mileage/vehicle maintenance

Reimbursement of mileage used to respond to on-scene active and delayed calls. Estimated 125 responses x 35 miles round trip each x \$.57= \$2,494.

1074 Staff Training/Registration

This will include the initial training for all volunteers and clinicians on how to appropriately respond to a LOSS call. This will be facilitated by associates of the national LOSS Team consultants. After the initial training, this will be used for ongoing education, trainings and LOSS Team conferences. Cost is estimated @ \$3,500.

1076 IT Support

IT Support includes technology support and system security. Cost is estimated @ \$4,500 per year.

1077 Background Checks

Background checks are conducted on each LOSS Team members (staff and volunteers) to ensure safety and protection of the community as the LOSS Team enters into the homes and workplaces of survivors. Estimated at 30 individuals x \$165/each = \$4,950.

1078 Uniforms and Badges

All LOSS team members (staff and volunteers) will wear a designated uniform to provide professionalism to each on-scene call. Uniforms may consist of collared shirts and jackets with the official LOSS Team logo. 50 shirts @ \$15= \$750, 50 jackets @ \$40= \$2000, 50 nametags @ \$5 = \$ 250 + set-up and tax \$300 = \$3,300.

1079 Interpreter Services

Interpreter rates = \$65/hr (required minimum 2 hours +1 hr travel = 3 hours) = \$195
x 13 estimated service calls = \$2,535.

Financial Services Expenses – Line Items 1080-1085

1082 Liability Insurance

General liability insurance cost is estimated at \$3,320 for the 12 month term.

1083 Administrative Overhead

Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of Hinds Hospice (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing). (\$25,071)

Special Expenses – Line Items 1090-1092

1090 Consultants/Volunteer Stipends

Volunteers will receive a \$50 stipend to attend each LOSS call response. Cost is estimated based off 140 responses. $\$50 \times 140 = \$7,000$.

TOTAL PROGRAM EXPENSE: \$355,489

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2023-2024

Budget Categories -		Total Proposed Budget		
Line Item Description (Must be itemized)	FTE %	Admin.	Direct	Total
PERSONNEL SALARIES:				
0001 Program Director	0.20		\$118,778	\$23,756
0002 Program Coordinator	1.00		\$72,841	\$72,841
0003 On-Call	1.00		\$13,796	\$13,796
0004 On-Call	1.00		\$13,796	\$13,796
0005 On-Call	1.00		\$13,796	\$13,796
0006 After Hour Response	1.00		\$12,607	\$12,607
0007 Licensed Clinician	0.40		\$70,634	\$28,254
0008 Admin Program Support Staff	0.40		\$39,732	\$15,893
SALARY TOTAL	6.00	\$0	\$355,980	\$194,738
PAYROLL TAXES:				
0030 OASDI				\$13,659
0031 FICA/MEDICARE				\$16,501
0032 SUI				\$5,721
PAYROLL TAX TOTAL		\$0	\$0	\$35,881
EMPLOYEE BENEFITS:				
0040 Retirement				\$3,093
0041 Workers Compensation				\$6,395
0042 Health Insurance (medical, vision, life, dental)				\$29,082
EMPLOYEE BENEFITS TOTAL		\$0	\$0	\$38,570
SALARY & BENEFITS GRAND TOTAL				\$269,189
FACILITIES/EQUIPMENT EXPENSES:				
1010 Rent/Lease Building				\$8,028
1011 Rent/Lease Equipment				\$0
1012 Utilities				\$0
1013 Building Maintenance				\$0
1014 Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL				\$8,028

OPERATING EXPENSES:

1060	Telephone/Cell Phone	\$4,460
1061	Answering Service	\$1,275
1062	Postage/Mailing	\$4,000
1063	Printing/Reproduction	\$2,000
1064	Publications	\$0
1065	Legal Notices/Advertising/Outreach	\$6,500
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies	\$8,500
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$2,494
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$3,000
1075	Lodging	\$0
1076	IT Support	\$4,500
1077	Background Checks	\$4,950
1078	Uniforms and Badges	\$3,300
1079	Interpreter Services	\$2,535
OPERATING EXPENSES TOTAL		\$47,514

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$3,320
1083	Administrative Overhead	\$25,571
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$28,891

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant/Volunteer Stipends	\$7,000
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$7,000

FIXED ASSETS:

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

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$360,622

MEDI-CAL REVENUE:

MEDI-CAL REVENUE:		Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00	\$0
3100	Case Management	0	\$0.00	\$0
3200	Crisis Services	0	\$0.00	\$0
3300	Medication Support	0	\$0.00	\$0
3400	Collateral	0	\$0.00	\$0
3500	Plan Development	0	\$0.00	\$0
3600	Assessment	0	\$0.00	\$0
3700	Rehabilitation	0	\$0.00	\$0
Estimated Specialty Mental Health Services Billing Totals		0		\$0
Estimated % of Clients that are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				\$0
Federal M/Cal Share of Cost % (Federal Financial Participation-FFP)			0.00%	\$0
State M/Cal Share of Cost % (BH Realignment/EPSTD)			0.00%	\$0
MEDI-CAL REVENUE TOTAL				\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
4200	Other - (Identify)	\$0
4300	Other - (Identify)	\$0

MENTAL HEALTH SERVICES ACT (MHSA) REVENUE:

5000	Prevention & Early Intervention (PEI) Funds	\$360,622
5100	Community Services & Supports (CSS) Funds	\$0
5200	Innovation (INN) Funds	\$0
5300	Workforce Education & Training (WET) Funds	\$0
MHSA FUNDS TOTAL		\$360,622
TOTAL PROGRAM REVENUE		\$360,622

Budget Summary
Local Outreach to Suicide Survivors (LOSS) Team
Hinds Hospice
FY 2023-2024
Budget Narrative - Expenses

PROGRAM EXPENSES

Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042

0001 One (1) Director of Center for Grief and Healing

(\$118,778 Annual Base Salary) x (.2 FTE) = \$23,756

Responsible for developing, coordinating, supervising, providing and/or assuring provision of bereavement services to hospice families and to the community at large. The Director of the Center for Grief and Healing is responsible for all aspects of the various bereavement programs and provides supervision to staff and volunteers involved in the Bereavement Program. In addition, this position will also provide direct services to clients.

0002 One (1) SOSL Program Coordinator

(\$72,841 Annual Base Salary) x (1 FTE) = \$72,841

Responsible for coordinating grief support services for survivors, community education, and outreach, to include suicide prevention education. They will also provide both individual, family and group counseling services. Other duties include the LOSS team, management of on-call staff and volunteers.

0003 - 0005 Three (3) On-Call Clinicians

(\$13,796 Annual Base Salary) x (1 FTE) x 3 Positions = \$41,388

Takes calls seven (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 response to Loss Team requests. When a request is received, the employee will be paid as position 0006 On-Call Response, which is compensation for call duty. There are a total of 123 hours of on-call shifts per week. These shifts will be covered by 3 employees with an average on-call schedule of 41 hours each per week. Clinicians are required for this position 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 the suicide loss survivor volunteer and first responders.

0006 One (1) After Hour Response Clinician

$$(\$31.83/\text{hr} \times 288 \text{ response hours}) \times (\$47.76/\text{hr} \times 72 \text{ OT hours}) = \$12,607$$

It is estimated that 288 hours will be paid at the base rate of \$30/hr and that the remaining 72 hours will be paid at an overtime of \$45/hr. The position provides direct Active Loss on-scene support to survivors immediately after dispatched. Clinicians are required for this position 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 volunteers and first responders. We estimated that 60% of suicides will take place outside of normal business hours or approximately 72 per year. Each response is expected to take 3 hours, which includes travel and volunteer debriefing. Approximately, one-third of these hours are estimated to be paid at an over-time rate.

0007 One (1) Licensed Clinician

$$(\$70,634 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$28,254$$

Provides support to grieving individuals, couples, and families. Facilitates support groups.

0008 One (1) Admin Program Support

$$(\$39,732 \text{ Annual Base Salary}) \times (.4 \text{ FTE}) = \$15,893$$

Responsible for collecting and recording all client data. This individual will assemble all materials and resources given to families and first responders. This individual will work directly with the Program Coordinator to facilitate survivor support services and distribution of satisfaction surveys.

0030 OASDI

OASDI will be paid in a like manner as other employees of Hinds Hospice. (\$13,659)

0031 FICA/MEDICARE

FICA/MEDICARE will be paid in a like manner as other employees of Hinds Hospice. (\$16,501)

0032 SUI

SUI will be paid in a like manner as other employees of Hinds Hospice. (\$5,721)

0040 Retirement

Retirement will be paid in a like manner as other employees of Hinds Hospice. (\$3,093)

0041 Workers Compensation

Workers Compensation will be paid in a like manner as other employees of Hinds Hospice. (\$6,395)

0042 Health Insurance (medical, vision, life, dental)

Health Insurance will be paid in a like manner as other employees of Hinds Hospice. (\$29,082)

Facilities/Equipment Expenses – Line Items 1010-1014

- 1010 Rent expense is all inclusive and includes space, utilities and housekeeping at a rate of \$1 per square foot per month. The program will occupy approximately 669 square of office space at \$1 per foot for 12 months which totals \$8,028 annually.

Operating Expenses - Line Items 1060-1077

1060 Telephone/Internet/Cell Phone

Phone and Internet - Estimated at \$92/mo x 12 months = \$1,100
Cell Phones - Estimated at 4 Positions x \$70/mo x 12 months = \$3,360

Agency issued cellphones are for business use only.

1061 Answering Services

This service documents every call and dispatches to the On-Call Clinician for response. Used to receive calls after hours, weekends, and holidays. Estimated @75 calls after hours x \$17 = \$1,275.

1062 Postage/Mailing

Postage will be used to mail out miscellaneous informational resource packets to families both local and non-local. Cost is estimated @ \$500
Mailings include bereavement mailings, informational resource packets to families, and invitations to special events. Estimated at \$7.50/ person (for 1 year of mailings) x 350 people + 8 labor hours/week= \$3,500

1063 Printing/Reproduction

In-house printing, business cards, flyers, folders and brochures, given to each family, etc. Costs are estimated @ \$2,000

1065 Legal Notices/Advertising/Outreach

Folders, flyers, envelopes and other materials used to advertise the LOSS team to both gather volunteers as well as inform 1st responders and other key stakeholders of the presence of the LOSS team. Cost is estimated @ \$2,500)

Outreach activities/events used to connect with the community and survivors such as a run/walk. Cost is estimated @ \$4,000

1069 Program Supplies

Supplies include but are not limited to suicide grief books for children, variety of resources from American Foundation for Suicide Prevention (AFSP) and Suicide Awareness Voices of Education (SAVE), and kits to each family (i.e.. Blankets, journals, etc.). Cost is estimated @ \$8,500.

1072 Staff Mileage/vehicle maintenance

Reimbursement of mileage used to respond to on-scene active and delayed calls. Estimated 125 responses x 35 miles round trip each x \$.57= \$2,494.

1074 Staff Training/Registration

This will include the initial training for all volunteers and clinicians on how to appropriately respond to a LOSS call. This will be facilitated by associates of the national LOSS Team consultants. After the initial training, this will be used for ongoing education, trainings and LOSS Team conferences. Cost is estimated @ \$3,000.

1076 IT Support

IT Support includes technology support and system security. Cost is estimated @ \$4,500 per year.

1077 Background Checks

Background checks are conducted on each LOSS Team members (staff and volunteers) to ensure safety and protection of the community as the LOSS Team enters into the homes and workplaces of survivors. Estimated at 30 individuals x \$165/each = \$4,950.

1078 Uniforms and Badges

All LOSS team members (staff and volunteers) will wear a designated uniform to provide professionalism to each on-scene call. Uniforms may consist of collared shirts and jackets with the official LOSS Team logo. 50 shirts @ \$15= \$750, 50 jackets @ \$40= \$2000, 50 nametags @ \$5 = \$ 250 + set-up and tax \$300 = \$3,300.

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TOTAL PROGRAM EXPENSE: \$360,622



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.
---------------------------	---------------------------

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.](#)

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

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

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. **PATIENTS' RIGHTS**

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

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on this Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

9. INSPECTION and Audit of Records and access to Facilities.

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

Federal database checks.

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

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

**FRESNO COUNTY MENTAL HEALTH PLAN
INCIDENT REPORTING**

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes the form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where the forms should be sent – within 24 hours from the time of the incident or first knowledge of the incident:

- Incident Report should be sent to:

DBHIncidentreporting@fresnocountyca.gov **and** designated Contract Analyst

Vendor:			Contract#			Contact Person			Contact#				
<div>Example</div> <div>Row 1</div> <div>Row 2</div> <div>Row 3</div> <div>Row 4</div> <div>Row 5</div> <div>Row 6</div> <div>Row 7</div> <div>Row 8</div> <div>Row 9</div> <div>Row 10</div> <div>Row 11</div> <div>Row 12</div> <div>Row 13</div> <div>Row 14</div> <div>Row 15</div> <div>Row 16</div> <div>Row 17</div> <div>Row 18</div> <div>Row 19</div> <div>Row 20</div> <div>Row 21</div> <div>Row 22</div> <div>Row 23</div> <div>Row 24</div> <div>Row 25</div>	Fixed Asset and Sensitive Item Tracking												
	Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Assset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
	Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
	DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
	Date Prepared:												
	1												
	2												
	3												
	4												
	5												
	6												
	7												
	8												
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	16												
	17												
	18												
	19												
	20												
	21												
22													
23													
24													
25													
Date Received:													

FIXED ASSET AND SENSITIVE ITEM TRACKING

Field Number	Field Description	Instruction or Comments	Required or Conditional
Header	Vendor	Indicate the legal name of the agency contracted to provide services.	Required
Header	Program	Indicate the title of the project as described in the contract with the County.	Required
Header	Contract #	Indicate the assigned County contract number. If not known, County staff can provide.	Required
Header	Contact Person	Indicate the first and last name of the primary agency contact for the contract.	Required
Header	Contact #	Indicate the most appropriate telephone number of the primary agency contact for the contract.	Required
Header	Date Prepared	Indicate the most current date that the tracking form was completed by the vendor.	Required
a	Item	Identify the item by providing a commonly recognized description of the item.	Required
b	Make/ Brand	Identify the company that manufactured the item.	Required
c	Model	Identify the model number for the item if applicable.	Conditional
d	Serial #	Identify the serial number for the item if applicable.	Conditional
e	Fixed Asset	Mark the box with an "X" if the cost of the item is \$5,000 or more to indicate that the item is a fixed asset.	Conditional
f	Sensitive Item	Mark the box with an "X" if the item meets the criteria of a sensitive item as defined by the County.	Conditional
g	Date Requested	Indicate the date that the agency submitted a request to the County to purchase the item.	Required
h	Date Approved	Indicate the date that the County approved the request to purchase the item.	Required
i	Purchase Date	Indicate the date the agency purchased the item.	Required
j	Location	Indicate the physical location of the item.	Required
k	Condition	Indicate the general condition of the item (New, Good, Worn, Bad).	Required
l	Fresno County Inventory Number	Indicate the FR # provided by the County for the item.	Conditional
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shipping.	Required

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM

CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program**Contractor Acknowledgment and Agreement**

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature: _____ Date: ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

FRESNO COUNTY MENTAL HEALTH PLAN

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

Formal provider appeal process – the provider has the right to access the provider appeal process at any time before, during, or after the provider problem resolution process has begun, when the complaint concerns a denied or modified request for MHP payment authorization, or the process or payment of a provider's claim to the MHP.

Payment authorization issues – the provider may appeal a denied or modified request for payment authorization or a dispute with the MHP regarding the processing or payment of a provider's claim to the MHP. The written appeal must be submitted to the MHP within 90 calendar days of the date of the receipt of the non-approval of payment.

The MHP shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

If the appeal concerns a denial or modification of payment authorization request, the MHP utilizes a Managed Care staff who was not involved in the initial denial or modification decision to determine the appeal decision.

If the Managed Care staff reverses the appealed decision, the provider will be asked to submit a revised request for payment within 30 calendar days of receipt of the decision

Other complaints – if there are other issues or complaints, which are not related to payment authorization issues, providers are encouraged to send a letter of complaint to the MHP. The provider will receive a written response from the MHP within 60 calendar days of receipt of the complaint. The decision rendered by the MHP is final.

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and CONTRACTOR related to the provision of Local Outreach to Suicide Survivors Team, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (PC) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in PC §11165.1, neglect as defined in PC §11165.2, willful cruelty or unjustifiable punishment as defined in PC §11165.3, and unlawful corporal punishment or injury as defined in PC §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (PC §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (PC §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

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)

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "COUNTY"), members of a CONTRACTOR(S)' board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the COUNTY. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the COUNTY. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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