FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement") is made and entered into this 12th day of July, 2022, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, CA 93612, ("COUNTY"), and EXODUS RECOVERY, INC., a California corporation, whose address is 9808 Venice Boulevard, Suite 700, Culver City, CA 90232 ("EXODUS"). COUNTY and EXODUS may, hereinafter, be referred to collectively as "Parties" or individually as "Party".

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Behavioral Health ("DBH"), is in need of a qualified agency to operate an Adult Crisis Stabilization Center ("Adult CSC") to provide crisis stabilization service to adults, age 18 and older; and

WHEREAS, COUNTY, through its DBH, is in need of a qualified agency to operate a Youth Crisis Stabilization Center ("Youth CSC") to provide crisis stabilization service to youth, age up to 18; and

WHEREAS, COUNTY has reached agreement with EXODUS to operate an Adult CSC and Youth CSC facility; and

WHEREAS, COUNTY and EXODUS mutually desire for EXODUS to use office space at the DBH Adult and Youth CSC facility to operate this facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, such Parties, and each of them, do agree as follows:

1. PREMISES - COUNTY currently owns approximately 10,450 square feet of office space at the location commonly known as 4411 E. Kings Canyon, Fresno, California 93702, in Building 319, as shown in Exhibit A, where COUNTY currently operates its Adult CSC and Youth CSC facility (the "Existing Office"). COUNTY also currently leases, but does not yet occupy, the location commonly known as Heritage Centre, approximately located at 3151 N. Millbrook, Fresno, CA 93726, also shown in Exhibit A, where COUNTY plans to relocate its Adult CSC and Youth CSC facility (the "Future Office"). The Existing Office and the Future Office shall collectively be referred to in this Agreement as the "DBH Adult and Youth CSC

Office" or "the Premises".

2. TERM AND TERMINATION - The initial term of this Agreement shall be for the period of July 1, 2022, through June 30, 2025 (the "Initial Term"). After the Initial Term, this Agreement will renew automatically for two (2) consecutive one-year periods, upon the same terms and conditions herein. Automatic renewal will occur unless either Party provides ninety (90) days written notice of non-renewal prior to the end of the Initial Term or the then current renewal term of this Agreement. In no event shall the term of this Agreement extend beyond June 30, 2027.

Notwithstanding anything to the contrary in this Agreement, COUNTY shall have the right to terminate this Agreement immediately in the event EXODUS ceases to perform any of its obligations to satisfactorily provide any of the services described in Section 5 of this agreement. As to COUNTY, the Director of Internal Services/Chief Information Officer or the Director of the Department of Behavioral Health, or a designee of one of them, may provide written notice of non-renewal or termination of this Agreement.

3. CONSIDERATION - There is no monetary consideration for this Agreement. COUNTY acknowledges the benefit to the County of the services provided by Exodus at the Premises, as adequate consideration for EXODUS' use of the Premises, as set forth in Exodus Recovery's Scope of Work, attached as Exhibit B, and incorporated herein by reference. Such consideration, in addition to the mutual promises and covenants made herein by the Parties, is deemed by the Parties to be sufficient.

4. UTILITIES - COUNTY shall be responsible for electricity, natural gas, water, sewer, garbage, and telephone costs.

5. USE - EXODUS shall use the Premises twenty-four (24) hours per day every day of the year to provide the services described in Exhibit B. EXODUS agrees that the use of the Premises shall, at all times, be consistent with providing these services. EXODUS agrees not to commit, suffer, or permit any waste or nuisance on the Premises, and not to use or permit the use of the Premises for any illegal or immoral purposes. EXODUS further agrees to comply with all state laws, local ordinances, and other governmental regulations which may be

required by any governmental authority.

COUNTY shall make the Premises available in “as is” condition.

6. MAINTENANCE AND REPAIRS OF PREMISES - COUNTY shall be responsible for the structural condition of the Premises and for all exterior and interior maintenance, including but not limited to, the air conditioning, heating, plumbing, electrical, roof, painting, landscaping and parking lot. COUNTY covenants that, insofar as only the aforementioned items are concerned, the Premises shall be maintained in substantially the same condition as that existing at the commencement of this Agreement.

EXODUS, at its sole expense, shall contract with a private vendor for janitorial services at the Premises. EXODUS shall ensure that any private janitorial service providing such services shall comply with the janitorial standards established by COUNTY for its County-owned facilities, as shown in Exhibit C, attached and incorporated by this reference.

EXODUS shall report all damages to the Premises within twenty-four (24) hours after they occur to the Director of the Department of Behavioral Health or her designee at: dbhfacilities@fresnocountyca.gov. EXODUS shall be responsible to pay for all damages caused by the actions of Exodus Recovery patients, employees, agents, and invitees.

7. IMPROVEMENTS TO THE PREMISES - If EXODUS desires to make improvements to the Premises, EXODUS shall provide drawings and plans describing the improvements to the Director of the Department of Behavioral Health, for review and written approval. The COUNTY’S approval of EXODUS’ request to make improvements shall be at the sole discretion of COUNTY.

The construction of EXODUS’ improvements to the Premises shall only be performed by COUNTY or its approved agent.

8. ENFORCEMENT OF AGREEMENT - If EXODUS defaults on any of the covenants or agreements contained in this Agreement, COUNTY shall give written notice of such default to EXODUS, and EXODUS shall have thirty (30) days from the date the written notice is sent to cure such default. If EXODUS does not cure the default within thirty (30) days, COUNTY may, at its option, at any time after such default or breach and without any demand on or

notice to EXODUS or to any other person, of any kind whatsoever, re-enter and take possession of the Premises and remove all persons or property therefrom, and EXODUS waives any legal remedy to defeat COUNTY'S rights and possessions hereunder. However, nothing contained herein shall prevent COUNTY from seeking any other legal or equitable remedies in a court of law which arise from such breach or default.

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

COUNTY OF FRESNO:
Director of Internal Services/CIO
Internal Services Department - (FL-128)
333 W. Pontiac Way
Clovis, CA 93612
Fax: (559) 600-5927

EXODUS RECOVERY, INC.
President/Chief Executive Officer
Exodus Recovery, Inc.
9808 Venice Blvd, Suite 700
Culver City, CA 90232

All notices between COUNTY and EXODUS 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).

10. HOLD HARMLESS - EXODUS agrees to indemnify, save, hold harmless, and at

COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by EXODUS, its officers, agents, affiliates, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and loses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform of EXODUS, its officers, agents, affiliates or employees under this AGREEMENT.

The parties acknowledge that as between COUNTY and EXODUS each is responsible for the negligence of its own employees and invitees. This Section 10 shall survive the expiration or termination of this Agreement.

11. INTERNAL SECURITY FOR THE PREMISES – EXODUS at its sole expense, shall contract with a private security service for security of the internal portions of the Premises. EXODUS shall ensure that the internal security provided shall be provided twenty-four (24) hours per day every day of the calendar year.

12. INSURANCE – Without limiting the COUNTY'S right to obtain indemnification from EXODUS or any third parties, EXODUS, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement of Joint Powers Agreement (JPA) throughout the term of this Agreement:

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

b. Property Insurance – Against all risk of loss to COUNTY property, at full

replacement cost with no coinsurance penalty provision, naming COUNTY as an additional loss payee.

c. Automobile Liability - Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

d. Worker's Compensation - A policy of Worker's Compensation insurance may be required by the California Labor Code.

e. Professional Liability - Professional liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Three Million Dollars ($3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

f. Molestation Liability - Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence, with an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis.

EXODUS shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other

insurance, or self-insurance, maintained by, COUNTY, its officers, agents, and employees shall be excess only and not contributing with insurance provided under EXODUS' policies herein. This insurance shall not be cancelled or changed without a minimum or thirty (30) days advance written notice given to County.

EXODUS 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. EXODUS is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but EXODUS's waiver of subrogation under this paragraph is effective whether or not EXODUS obtains such an endorsement.

Within (30) days from date EXODUS executes this Agreement, EXODUS shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention: Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, Attn: ISD Lease Services (FL-125), stating that such insurance coverages have been obtained and are in full force; that the County, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the EXODUS has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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

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

COUNTY shall maintain during the term of this Agreement the following policies of insurance, which coverages may be provided in whole or in part through one or more programs of self-insurance:

a. Commercial General liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of not less than Four Million Dollars ($4,000,000). This policy shall be issued on an occurrence basis.

b. All-Risk property insurance.

13. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations assumed by EXODUS under this Agreement, it is mutually understood and agreed that EXODUS, including any and all of the EXODUS' officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which EXODUS shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that EXODUS is performing its obligations in accordance with the terms and conditions of the Agreement.

COUNTY and EXODUS shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, EXODUS shall have absolutely no right to employment rights and benefits available to COUNTY'S employees. EXODUS shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, EXODUS shall be solely responsible and save/hold COUNTY harmless from all matters, except for COUNTY AND COUNTY’S employee’s gross

negligence and/or willful misconduct, relating to payment of EXODUS' employees, including compliance with Social Security withholding and all other regulations governing such matters

14. SURRENDER OF POSSESSION - Upon the expiration or termination of this Agreement, EXODUS shall surrender the Premises to COUNTY in such condition as existing at the commencement of this Agreement less reasonable wear and tear, and less the effects of any breach of COUNTY'S covenant to maintain. EXODUS will not be responsible for any damage which EXODUS was not obligated hereunder to repair.

15. FIXTURES - EXODUS agrees that any equipment, fixtures or apparatus installed in or on the Premises by EXODUS shall become the property of COUNTY and may not be removed by EXODUS at any time.

16. POSSESSORY INTEREST SUBJECT TO TAXATION AND PROPERTY INTEREST SUBJECT TO ASSESSMENT - The Parties acknowledges that California Revenue & Taxation Code § 107.6 provides, in relevant part, the following: '(a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.' Accordingly, the Parties agree that COUNTY is a 'local public entity of government,' and that EXODUS is a 'private party,' respectively, within the meaning of California Revenue & Taxation Code § 107.6(a), and that this Agreement is a 'contract,' which creates a possessory interest that is subject to property taxation pursuant to California Revenue & Taxation Code § 107.6(a). In this regard, under this Agreement, EXODUS acknowledges and agrees that (1) the property interest created by this Agreement is subject to property taxation, and (2) EXODUS (i.e., the party in whom the possessory interest is vested) shall, at its sole cost and expense, be subject to the direct payment of property taxes levied on such interest, and shall directly pay any and all property taxes levied on such interest, and any interest, penalties, or charges thereon for EXODUS' late payment of, or failure to pay such amounts when they are due and payable.

The Parties acknowledge that California Constitution, Article XIIID (also known as Proposition 218), § 2 provides as follows: '(b) 'Assessment' means any levy or charge upon real property by an agency for a special benefit conferred upon the real property. 'Assessment' includes, but is not limited to, 'special assessment,' 'benefit assessment,' 'maintenance assessment' and 'special assessment tax[;…] (e) 'Fee' or 'charge' means any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service[; … and] (g)' Property ownership' shall be deemed to include tenancies of real property where tenants are directly liable to pay the assessment, fee, or charge in question.' Accordingly, the Parties agree that this Agreement creates and include a tenancy of real property, which shall be deemed to be a 'property interest' subject to assessments, or fees or charges under California Constitution, Article XIIID, § 2. In this regard, under this Agreement, EXODUS acknowledges and agrees that (1) the tenancy of real property created and included by this Agreement is subject to assessments, and fees and charges within the meaning of California Constitution, Article XIIID, § 2, and (2) EXODUS (i.e., the party in whom the tenancy of real property is vested) shall, at its sole cost and expense, be subject to the direct payment of such assessments, and fees and charges levied on such interest, and shall directly pay any and all such assessments, and fees and charges levied on such interest, and any interest, penalties, or charges thereon for EXODUS' late payment of, or failure to pay such amounts when they are due and payable.

If EXODUS fails to pay any property tax due to its possessory interest when due, this shall constitute a default of this Agreement, which shall be subject to the remedies set forth in Section 8 of this Agreement.

The provisions of this Section 16 shall survive the termination of this Agreement.

17. RIGHT OF ENTRY - COUNTY, or its representative(s), shall have the right to enter the Premises at any time during business hours with reasonable notice and at such other time as EXODUS deems appropriate, to make any alterations, repairs or improvements to the Premises. The normal business of EXODUS or its invitees shall not be unnecessarily

inconvenienced.

18. AMENDMENT - This Agreement may be amended in writing by the mutual consent of the Parties without in any way affecting the remainder.

19. NON-ASSIGNMENT - Neither Party shall assign, transfer or sub-contract this Agreement, nor their rights or duties under this Agreement, without the prior written consent of the other Party.

20. GOVERNING LAW - Venue for any action arising out of or relating to this AGREEMENT shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California.

21. DISCLOSURE OF SELF DEALING TRANSACTIONS - This provision is only applicable if the EXODUS is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, EXODUS changes its status to operate as a corporation.

Members of EXODUS' Board of Directors shall disclose any self-dealing transactions that they are a party to while EXODUS is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the EXODUS 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* (Exhibit D) and submitting it to the County of Fresno prior to commencing with the self-dealing transaction or immediately thereafter.

22. AUTHORITY - Each individual executing this Agreement on behalf of EXODUS represents and warrants that that individual is duly authorized to execute and deliver this Agreement on behalf of EXODUS and that this Agreement is binding upon EXODUS in accordance with its terms. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written).

23. ENTIRE FACILITY USE AGREEMENT - This Agreement constitutes the entire Agreement between the COUNTY and EXODUS with respect to the subject matter hereof and supersedes all prior Agreement, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly referenced in this Agreement.

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

EXODUS:
EXODUS RECOVERY, INC.

By _____

Print Name: Luana Murphy

Title: President/CEO
Chairman of Board, or President
or and Vice President

By _____

Print Name: LeeAnn Skorohod

Title: Corporate Secretary/COO
Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

COUNTY:
COUNTY OF FRESNO

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

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

By _____
Deputy

Exhibit A

Existing Office
4411 E. Kings Canyon, Fresno, California 93702

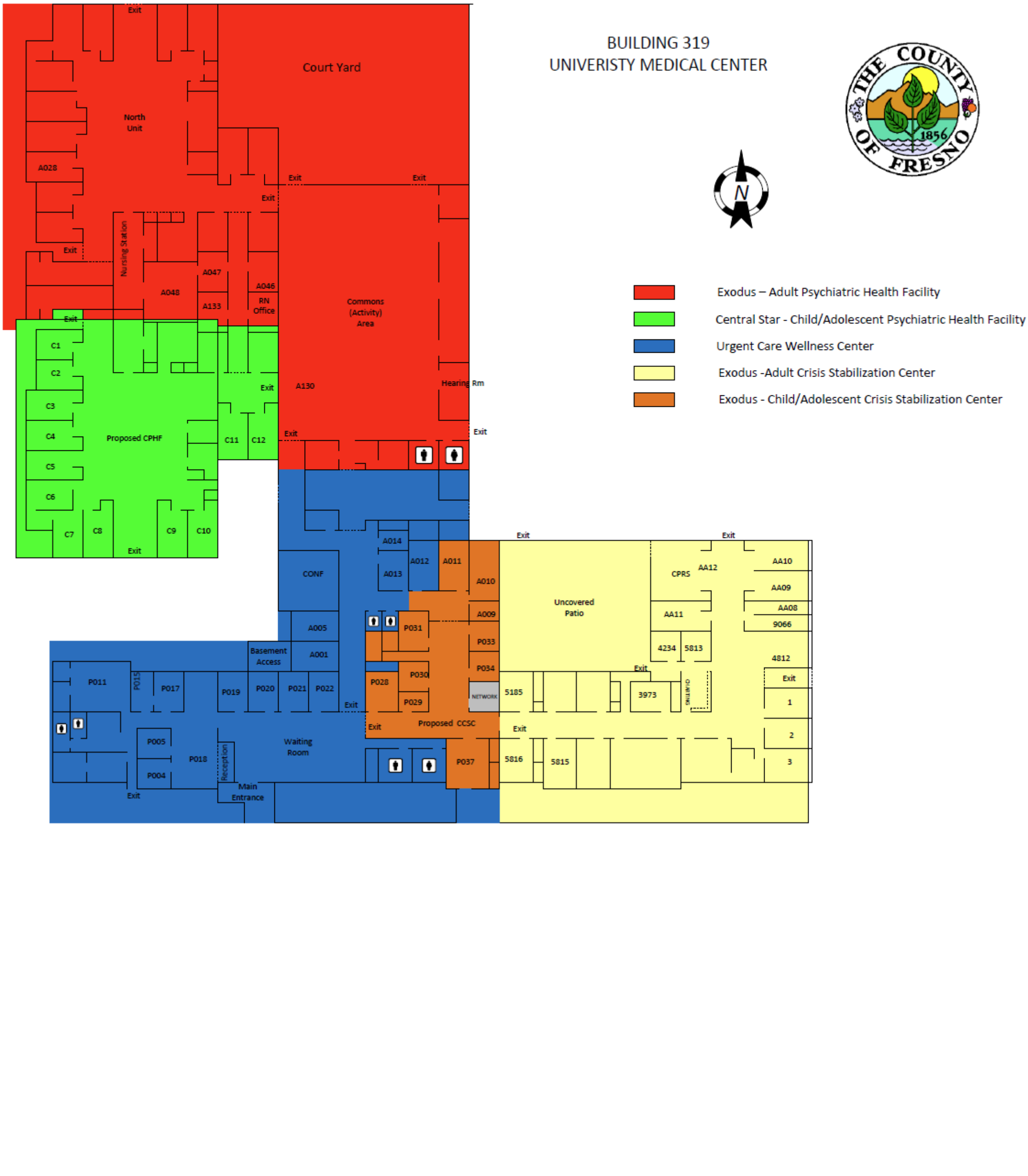
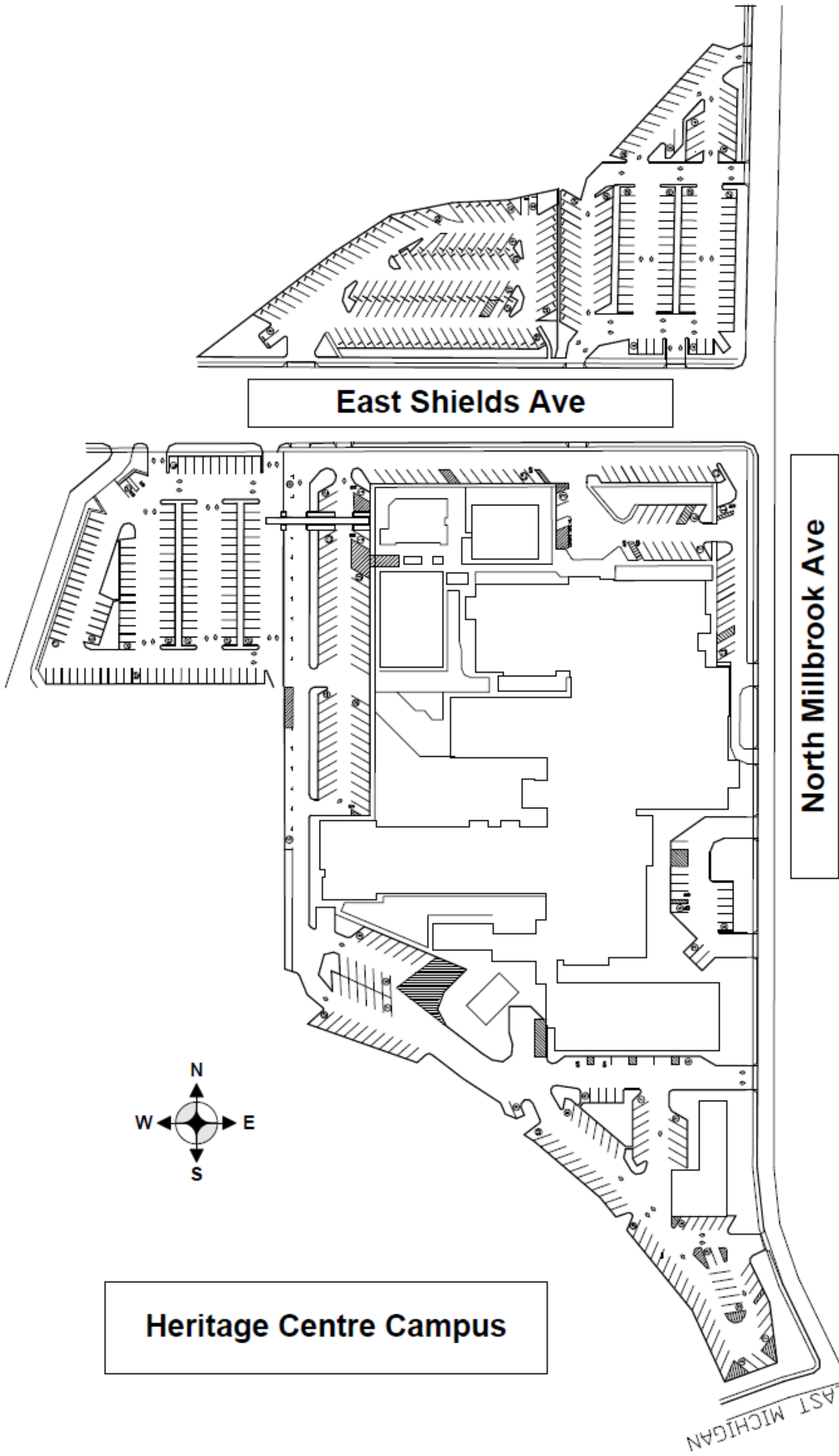


Exhibit A - Continued

Future Office
3151 N. Millbrook, Fresno, CA 93726



ADULT CRISIS STABILIZATION CENTER

Scope of Work

ORGANIZATION:	Exodus Recovery, Inc.
ADDRESS:	9808 Venice Boulevard, Suite 700, Culver City, CA 90232
SITE ADDRESS:	4411 E. Kings Canyon Road, Fresno, CA 93702 (Bldg 319)
SERVICES:	**Adult Crisis Stabilization Services**
PROJECT DIRECTOR:	Luana Murphy, MBA, President/CEO
Phone Number:	(559) 453-6271
CONTRACT PERIOD:	July 1, 2022 – June 30, 2025, with two (2) twelve (12) month renewal options

SCHEDULE/LOCATION OF SERVICES:

CONTRACTOR shall operate the Adult Crisis Stabilization Center (Adult CSC) twenty-four (24) hours per day, seven (7) days per week. The Adult CSC shall be located at the Kings Canyon Campus at 4411 E. Kings Canyon Road, Fresno, California 93702 (Building 319), a COUNTY-owned building, pursuant to a separate lease agreement (and any related amendments) between COUNTY and Exodus Foundation, Inc., an affiliate of CONTRACTOR. At some point during the contract term when construction is complete, the Adult CSC will be relocated to the COUNTY's Heritage Campus at the intersection of Shields Avenue and Millbrook Avenue.

TARGET POPULATION:

The target population will include individuals 18 years of age and older from Fresno County, who are exhibiting acute psychiatric symptoms and have either been placed on a Welfare and Institution Code (W&IC) 5150 designation or who request admittance to the Adult CSC on a voluntary status.

CONTRACTOR will provide crisis stabilization services to adults with a twenty (20) bed maximum at any given time. However, CONTRACTOR may be in the process of assessing or evaluating additional individuals, as necessary. At times throughout the contract term, COUNTY DBH may request the increase of beds for capacity needs (e.g., with increase in acuity and census due to the Covid-19 pandemic).

CONTRACTOR will accept voluntary or involuntarily admitted adults regardless of source of payment; individuals may include Medi-Cal beneficiaries, Medicare and

Medicare/Medi-Cal beneficiaries, privately insured and indigent/uninsured who are referred by the Department of Behavioral Health (DBH), a contracted provider with COUNTY DBH, a hospital emergency department, law enforcement, or Emergency Medical Services (EMS). Individuals may be referred by family or be self-referred.

These services shall be performed pursuant to W&IC, sections 5704.5(b), 5704.6(c), and 5614(b)(3) and program principles and the array of treatment options required under W&IC, sections 5600.2 to 5600.9 inclusive.

PROJECT DESCRIPTION:

CONTRACTOR shall be responsible to comply with the requirements of the Fresno County Mental Health Plan (FCMHP) and must complete and submit supporting clinical and any other such documentation as may be required by the COUNTY for every person served in the Adult CSC. The FCMHP will perform a utilization review of all admissions to determine that the documentation demonstrates that medical necessity criteria as defined by the California Department of Health Care Services (DHCS) was met for each duration of the hospitalization, except for the episode of discharge.

CONTRACTOR shall be responsible to enter all Individual Service Information, admission data and billing information into the COUNTY data system (AVATAR) and will be responsible for any and all audit exceptions pertaining to the delivery of services.

CONTRACTOR'S RESPONSIBILITIES:

A. CONTRACTOR shall ensure that the Adult CSC provides the following services:

1. Management and alleviation of the individual's acute psychiatric symptoms through effective therapeutic interventions and supportive services to avoid the need for a higher level of psychiatric care when clinically appropriate.

2. A recovery/strength based clinical program which has appropriate professional staffing on a twenty-four (24) hour, seven (7) day a week basis.

3. A safe, secure environment for persons served that encourages wellness and recovery.

4. A comprehensive multi-disciplinary evaluation and individual-centered treatment plan.

5. Dietary services through the availability of nourishment or snacks in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077.

6. Admission procedures for individuals, who are not on involuntary holds in accordance with W&IC 5150 and also individuals placed on W&IC 5150 involuntary holds.

7. Crisis consultation services to rural service providers (e.g., emergency departments, etc.) that may not have timely access to the centrally located crisis stabilization facilities and may require consultation to support individual care planning and/or mitigate unnecessary long transports of persons served to the Adult CSC from remote areas. Crisis consultation may occur via teleconference, tele-behavioral health (i.e., utilization of video and computer equipment), and/or other method presented by CONTRACTOR and deemed acceptable by the department.

8. Treatment Planning – Under the clinical direction of the mental health clinician, the multi-disciplinary treatment team formed by the Crisis Stabilization staff shall provide the following services:

    a. Mental Status Examination
    b. Medical Evaluation
    c. Full Clinical Assessment
    d. Nursing Assessment
    e. Multi-Disciplinary Milieu Treatment Program
    f. Individual Centered Treatment Planning
    g. Aftercare Planning and Wellness Recovery Action Plan (WRAP)

9. Staffing

    a. The staffing pattern for the crisis stabilization program shall meet all current State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations (CCR) for Crisis Stabilization services. All staff requiring federal/state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board. CONTRACTOR shall remain up-to-date with all current regulatory changes and adhere to all new and/or modified requirements.

    b. All facility staff who provide direct individual care or perform coding/billing functions must meet the requirements of the FCMHP Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE),

Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must complete a FCMHP Provider Application and be credentialed by the FCMHP's Credentialing Committee. All of CONTRACTOR's staff who have direct contact with the persons served, shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Livescan) executed.

c. Peer and/or family support staff will be an active and key member of the multi-disciplinary team to assist with treatment planning, mentoring, support and advocate with individuals/families during their time at the Adult CSC facility and will assist with discharge planning and facilitate the individual's transition to the appropriate lower level of care.

d. The staffing requirements defined by CCR, Title 9, Section 1840.348 for the Adult CSC is as follows:

(a) A physician shall be on call at all times for the provision of those Crisis Stabilization Services that may only be provided by a physician.

(b) There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times beneficiaries are present.

(c) At a minimum there shall be a ratio of at least one (1) licensed mental health or waivered/registered professional on site for each four (4) beneficiaries or other individuals receiving crisis stabilization services at any given time.

(d) If the person served is evaluated as needing service activities that can only be provided by a specific type of licensed professional, such persons shall be available.

(e) Other persons may be utilized by the program, according to need.

(f) If Crisis Stabilization services are co-located with other specialty mental health services, persons providing Crisis Stabilization must be separate and distinct from persons providing other services.

(g) Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.

e. CONTRACTOR shall submit daily staffing reports that identify all direct service and support staff by first and last name, applicable licensure/certifications, full time hours worked, and the

licensed/waivered/registered mental health professionals to person served ratio.

10. Medical Records

    a. CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation Standards for Individual Medical Records." During site visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.

    b. CONTRACTOR will be responsible for "release of information" requests for the Adult CSC facility and shall adhere to applicable federal and state regulations.

    c. CONTRACTOR can develop and implement a medical records system which meets all State and Federal requirement and clearly documents medical necessity for both treatment and billing services. Medical records shall be kept in such a manner as to comply with the Fresno County Quality Improvement standards and Federal and State quality standards. COUNTY has an electronic medical record system. CONTRACTOR may elect to utilize and participate with the COUNTY's electronic health record system if they do not have their own system in place. It is anticipated that CONTRACTOR shall be utilizing an electronic medical records system by the end of this contract term.

11. Clinical Staff - The clinical staff of CONTRACTOR shall be composed of all licensed mental health or waivered/registered professionals as included in CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements).

12. Medical Staff – The medical staff shall include a physician and a registered nurse, psychiatric technician or licensed vocational nurse and any other type of licensed professional needed to address individual's needs, pursuant to CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements).

13. Pharmaceutical Services – CONTRACTOR shall provide for medication services on an as needed basis and the staffing must reflect this availability, pursuant to CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.338 (Crisis Stabilization Contact and Site Requirements) and all other applicable federal/state regulations.

14. Assessment of Physical Health and Medical Backup Services – Pursuant to CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.338 (Crisis Stabilization Contact and Site Requirements), CONTRACTOR shall provide admission history and physical examination, and maintain a written

agreement for medical services with one or more general acute care hospitals.

15. Utilization Review, Billing and Cost Report:

    a. CONTRACTOR shall notify the COUNTY of any admission of COUNTY's person served within twenty-four (24) hours or the next business day in a manner approved by the COUNTY. The notification method shall be approved by the COUNTY.

    b. CONTRACTOR shall be responsible to ensure that documentation in the individual's medical record meets medical necessity criteria for the hours of service submitted to COUNTY for reimbursement by federal intermediaries, third-party payers and other responsible parties.

    c. CONTRACTOR shall enter all mental health data and billing information into the COUNTY's electronic information system and will be responsible for any and all audit exceptions pertaining to the delivery of services.

    d. CONTRACTOR shall submit a complete and accurate DHCS Short/Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within 120 days following the end of each fiscal year.

    e. CONTRACTOR shall insure that cost reports are prepared in accordance with General Accepted Accounting Principles (GAAP) and the standards set forth by the DHCS and the COUNTY.

16. Patients' Rights and Certification Review Hearings:

    a. CONTRACTOR shall adopt and post in a conspicuous place a written policy on individual's rights in accordance with section 70707 of Title 22 of the CCR and section 5325.1 of the W&IC and Title 42 Code of Federal Regulations section 438.100.

    b. CONTRACTOR shall allow access to COUNTY's persons served by the Patients' Rights Advocate designated by the COUNTY.

17. Family Advocate - CONTRACTOR shall promote and allow the persons served access to the Family Advocacy Services representative (Family Advocate) who is contracted by the COUNTY to advocate and assist individuals, families and support systems who are seeking or receiving mental health services.

18. Grievances and Incident Reports

    CONTRACTOR shall have all grievance forms readily available at the Adult CSC facility.

CONTRACTOR shall log all grievances and the disposition of all grievances received from a person served or their family in accordance with FCMHP policies and procedures as indicated herein. CONTRACTOR shall provide a summary of the grievance log entries concerning COUNTY-sponsored individuals to the DBH Director, or designee, at monthly intervals, by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs, provided by the COUNTY, informing individuals of their right to file a grievance and appeal.

CONTRACTOR shall notify COUNTY of all incidents or unusual occurrences reportable to state licensing bodies that affect COUNTY's persons served within twenty-four (24) hours. CONTRACTOR shall use the Incident Reporting process as indicated within Exhibit I for such reporting.

Within fifteen (15) days after each grievance or incident affecting COUNTY-sponsored individuals, CONTRACTOR shall provide County with the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint or incident.

Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

19. Provide a safe and secure environment to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management, and clinical treatment for adults with acute psychiatric symptoms. This includes the manner in which seclusion and restraint will be administered when necessary for the safety of the persons served, other persons served in the program, and staff.

20. Provide the appropriate type and level of staffing to provide for a clinically effective program design that adheres to State staffing requirements.

21. Provide staff training in the areas of non-violent crisis intervention, evidence-based practice, best practice, or promising practices to ensure staff are competent and proficient in the therapeutic interventions and practices in serving adult individuals accessing the Adult CSC.

22. CONTRACTOR shall utilize cost containment strategies for the provision of stock and prescription medications to individuals (i.e., by contracting with a pharmaceutical benefits management company) and provide the COUNTY with the type of formulary utilized by the program as well as information regarding co-pays and/or generic substitutions.

23. Provide an intensive treatment program which has individualized treatment plans.

24. Stabilize the individuals' acute psychiatric symptoms in the most expedient manner possible while adhering to appropriate clinical care standards. This may include initiating a Treatment Authorization Request (TAR) to the pharmacy and providing justification when psychotropic medications are needed on an emergency basis.

25. Effectively partner with other programs in the COUNTY and community system (i.e., law enforcement, local emergency departments, etc.) in accepting COUNTY's persons served for admission for crisis stabilization services.

26. Effectively partner with rural services providers (i.e., emergency departments, etc.) to provide crisis stabilization services via teleconference, tele-behavioral health (i.e., utilization of video and computer equipment), and/or other method deemed acceptable by COUNTY.

27. Work collaboratively with the COUNTY and community resources in discharge planning to ensure appropriate referral and direct linkage to ongoing outpatient specialty mental health treatment services, substance use disorder treatment services, etc. are provided. Discharge planning would also include working collaboratively with out-of-county mental health plans to ensure individuals in foster care who reside within Fresno County are linked to appropriate ongoing specialty mental health services, substance use disorder treatment services, etc. as appropriate.

28. Identify individuals with frequent admissions during the fiscal year and develop strategies with other COUNTY and community agencies to reduce readmissions and improve individuals' overall well-being through coordination of care.

29. Effectively interact with community agencies, other mental health programs and providers, natural support systems, and families to assist individuals to be discharged to the appropriate level of care.

30. Work effectively with the DBH Conservatorship Team as appropriate for individuals presenting to the Adult CSC as gravely disabled who may require consideration for a temporary conservatorship.

31. Integrate mental health and substance use disorder services. The CONTRACTOR shall perform the following:

    a. Develop a formal written Continuous Quality Improvement CQI action plan to identify measurable objectives toward the achievement of co-occurring disorders (COD) treatment capability that will be addressed by the program during the contract period. These objectives should be

achievable and realistic for the program, based on a self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:

1. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
2. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;
3. Improvement in routine integrated screening, and identification in the data system of how many persons served have co-occurring issues;
4. Developing the goal of basic co-occurring competency for all treatment and support staff, regardless of licensure or certification; and
5. Documentation of coordination of care with collaborative mental health and/or substance use disorder providers for each person served.

B. Regarding cultural and linguistic competence requirements, CONTRACTOR shall:

1. Ensure compliance with 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.
2. Create and maintain policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP persons served, including, but not limited to, assessing the cultural and linguistic needs of its persons served, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any subcontracted providers with these requirements.
3. Ensure that minors shall not be used as interpreters.
4. Conduct and submit to COUNTY an annual cultural and linguistic needs assessment to promote the provision and utilization of appropriate services for its diverse population. The needs assessment report shall include findings and a plan outlining the proposed services to be improved or implemented as a result of the assessment findings, with special attention to

addressing cultural and linguistic barriers and reducing racial, ethnic, language, abilities, gender, and age disparities.

5. Develop internal systems to meet the cultural and linguistic needs of the CONTRACTOR's persons served census including the incorporation of cultural competency in the CONTRACTOR's mission; establishing and maintaining a process to evaluate and determine the need for special - administrative, clinical, welcoming, billing, etc. - initiatives related to cultural competency.

6. Develop recruitment and retention initiatives to establish contracted program staffing that is reflective and responsive to the needs of the program and target population.

7. Establish designated staff person to coordinate and facilitate the integration of cultural competency guidelines and attend COUNTY's DBH Cultural Diversity Committee scheduled meetings. The designated person will provide an array of communication tools to distribute information to staff relating to cultural competency issues.

8. Keep abreast of evidence-based and best practices in cultural competency in mental health care and treatment to ensure that the CONTRACTOR maintains current information and an external perspective in its policies. The CONTRACTOR shall evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.

9. Ensure that an assessment of an individual's sexual orientation is included in the bio-psychosocial intake process. CONTRACTOR's staff shall assume that the population served may not be in heterosexual relationships. Sensitivity to gender and sexual orientation must be covered in annual training.

10. Utilize existing community supports, referrals to transgender support groups, etc., when appropriate.

11. Attend annual Cultural Competence, Compliance, Health Insurance Portability and Accountability Act (HIPAA), Billing, and Documentation training provided by COUNTY's DBH.

12. Report its efforts to evaluate cultural and linguistic activities as part of the CONTRACTOR's ongoing quality improvement efforts in the monthly activities report. Reported information may include individuals' complaints and grievances, any resulting actions regarding complaints and grievances, results from persons served satisfaction surveys, and utilization and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers.

C. Regarding Conservatees, CONTRACTOR agrees to the following:

CONTRACTOR shall work with COUNTY's DBH Persons Served Placement Team to find placement for COUNTY conservatees that are discharged from the CONTRACTOR-operated Adult CSC.

D. Regarding direct admissions to the Adult CSC from COUNTY's DBH programs or its contracted providers, CONTRACTOR agrees to the following:

1. To allow direct admits from COUNTY's DBH programs or its contracted providers when the Adult CSC has the capacity to accept individuals for services.

2. Said direct admits shall not require medical clearance, if persons served would otherwise meet the Central California Emergency Medical Services Agency 5150 Destination Policy requirements as mentioned hereinbelow in Subsection G. However, in the event a referred individual is known to possess a contagious medical condition, said individual shall be medically cleared by a local hospital prior to admission to the Adult CSC operated by CONTRACTOR.

E. Regarding the placement of an individual at another designated facility:

1. CONTRACTOR shall notify COUNTY DBH when an individual will remain at the CSC for a period in excess of 24 hours, while awaiting placement and/or transportation. COUNTY's Patients' Rights Advocate will be included in this notification

2. CONTRACTOR shall provide the following services to individuals who remain at the Adult CSC for a period in excess of 24 hours and who are awaiting placement and/or transportation:

   a. Three meal periods and three snack times per 24 hours
   b. Daily encouragement and support with activities of daily living i.e., showering, washing of clothes, teeth brushing, hair combing, etc.
   c. Daily psychiatric evaluation by both the provider and licensed nursing staff to evaluate/determine the individuals most appropriate level of care
   d. Daily medication evaluation, administration and education
   e. Daily group activities (e.g., 12-Step Meetings, WRAP, Goals Group, etc.)
   f. Daily one-on-one peer support provided by designated Peer Advocate
   g. Daily activities such as meditation, art, entertainment and outdoor activities provided in the outside courtyard
   h. Daily education in relation to mental health diagnosis, treatments, and community resources

F. Regarding the provision of court testimony related to Adult CSC individuals, CONTRACTOR agrees to the following:

CONTRACTOR's staff shall provide court testimony relevant to Adult CSC individuals, when required.

G. Regarding the Central California Emergency Medical Services Agency (CCEMSA) 5150 Destination Policy, CONTRACTOR agrees to the following:

CONTRACTOR agrees to follow the then-current Central California Emergency Medical Services Agency 5150 Destination Policy #547 as identified in Exhibit O, attached hereto and incorporated herein. Said policy may be updated periodically throughout the term of this Agreement; CONTRACTOR must adhere to the most recent policies designated by the CCEMSA 5150 Destination Policy.

H. CONTRACTOR shall participate in the following meetings:

1. CONTRACTOR shall participate in periodic workgroup meetings scheduled by staff from COUNTY's DBH Mental Health Contracted Services Division. The meetings shall be held monthly, or as needed, to discuss contract requirements, data reporting, outcomes measurement, training, policies and procedures, and overall program operations.

2. CONTRACTOR's administrative level agency representative, who is duly authorized to act on behalf of CONTRACTOR, shall attend regularly scheduled monthly Behavioral Health Board meetings.

3. CONTRACTOR shall attend quarterly or periodic DBH Contractor/Provider Meetings, as scheduled by staff from COUNTY's Mental Health Contracted Services Division, when deemed necessary by the DBH Director, or designee.

4. CONTRACTOR may also be asked to make presentations in the community about the program and services that are available.

I. Regarding the development of policies and protocols:

CONTRACTOR and COUNTY's DBH shall collaborate on the development of specific policies and protocols related to the daily operation of the Adult CSC. Such policies will include, but not be limited to, the following: placement of adults in psychiatric health facilities or other inpatient programs either locally or outside the county, facility limitations, and special persons served populations. Such policies and protocols shall be mutually agreed upon between CONTRACTOR and COUNTY's DBH Director, or designee. Any changes to such policies and protocols shall be mutually agreed upon between CONTRACTOR and COUNTY's DBH Director, or designee.

PROGRAM OUTCOMES

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

Five (5) Work Plans will be utilized to support DBH's mission statement. The work plans were developed as a concept of a Transformation Plan that would encompass system planning, implementation and oversight to be reflective of a comprehensive system of care. These work plans are provided below and represent program goals to be achieved by CONTRACTOR in addition to CONTRACTOR-developed outcomes. DBH may adjust the outcome measurements needed under this program periodically, so as to best measure the success of individuals and program as determined by the COUNTY.

CONTRACTOR will utilize a computerized tracking system with which outcome measures and other relevant persons served data, such as demographics, will be maintained.

1. **Behavioral Health Integrated Access** – timeliness between persons served referral to admission, admission to treatment, and treatment to discharge; penetration rate; effectiveness of discharge planning as demonstrated by referral and linkage to other DBH programs, community providers, and other community resources; and services that provide screening and access to ensure persons served are linked to the services they need, including mental health substance use disorders and physical health services.

2. **Wellness, Recovery, and Resiliency Supports** – collaborative approach to treatment strategies to reduce readmission of persons served with frequent admissions to the facility; effectiveness of services as demonstrated by the number of persons served who are able to be discharged to the community and avoid inpatient hospitalization; measurement of recidivism rates, including measuring percentage of recidivism within 30 days. State the Evidence Based Practices (EBP) that shall be used.

3. **Cultural/Community Defined Practices** – services or philosophical practices which support the unique cultural-specific needs of individuals receiving care. Focus on behavioral health practices which reflect the unique needs of various cultures and communities who reside within Fresno County.

4. **Behavioral Health Clinical Care** – services where direct therapeutic treatment is provided. Include the framework of "Levels of Care" where individual's needs, as identified through assessment/screening, are matched with a complexity and intensity of services meets those needs.

5. **Infrastructure Supports** – includes all personnel, equipment, programs, and facilities which exist to support the delivery of care to the individuals served. Includes safety, quality improvement and regulatory compliance functions, along with outcome assessment/program evaluation, training, and technology.

6. Denial rate for Crisis Stabilization billing will be decreased by five percent (5%) within the first six (6) months, based on previous program denial rates. Rates will be determined by the utilization review performed by FCMHP.

COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Perform a utilization review, annually at a minimum, (through its FCMHP) of ten percent (10%) of all admissions to determine that the documentation demonstrates that medical necessity criteria as defined by the DHCS were met throughout the duration of the crisis stabilization episode. The FCMHP will maintain discretion regarding possible subsequent utilization review beyond ten percent (10%), as necessary.

2. Provide oversight of the CONTRACTOR's Adult CSC program. In addition to contract monitoring of program(s), oversight includes, but is not limited to, coordination with the DHCS in regard to program administration and outcomes.

3. Assist the CONTRACTOR in making linkages to the appropriate level of care within the behavioral health system of care to ensure continuity of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.

4. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to the contractor for ongoing consultation.

5. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, individual and staff interviews, chart reviews, and other methods of obtaining required information.

6. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the CONTRACTOR's efforts towards cultural and

linguistic competency, DBH shall provide the following at no cost to CONTRACTOR:

A. Mandatory cultural competency training including sexual orientation and sensitivity training for CONTRACTOR personnel, at minimum once per year. COUNTY will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender, and queer (LGBTQ+) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.

B. Assistance to CONTRACTOR in locating appropriate providers who can translate behavioral health and substance abuse services information into COUNTY's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.

YOUTH CRISIS STABILIZATION CENTER
Scope of Work

ORGANIZATION:	Exodus Recovery, Inc.
ADDRESS:	9808 Venice Boulevard, Suite 700, Culver City, CA 90232
SITE ADDRESS:	4411 E. Kings Canyon Road, Fresno, CA, 93702 (Bldg 319)
SERVICES:	**Youth Crisis Stabilization Services**
PROJECT DIRECTOR: Phone Number:	Luana Murphy, MBA, President/CEO (559) 453-6271
CONTRACT PERIOD:	July 1, 2022 – June 30, 2025, with two (2) twelve (12) month renewal options

SCHEDULE/LOCATION OF SERVICES:

CONTRACTOR shall operate the Youth Crisis Stabilization Center (Youth CSC) twenty-four (24) hours per day, seven (7) days per week. The Youth CSC shall be located at the Kings Canyon Campus at 4411 E. Kings Canyon Road, Fresno, California 93702 (Building 319), a COUNTY-owned building, pursuant to a separate lease agreement (and any related amendments) between COUNTY and Exodus Foundation, Inc., an affiliate of CONTRACTOR. At some point during the contract term when construction is complete, the Adult CSC will be relocated to the COUNTY's Heritage Campus at the intersection of Shields Avenue and Millbrook Avenue.

TARGET POPULATION:

The target population will include children and youth, up to 18 years of age, from Fresno County, who are exhibiting acute psychiatric symptoms and have either been placed on a Welfare and Institutions Code (W&IC) 5150 designation or who request admittance to the Youth CSC on a voluntary status.

CONTRACTOR will provide crisis stabilization services to children and youth with an eight (8) bed maximum at any given time. However, CONTRACTOR may be in the process of assessing or evaluating additional youth, as necessary. At times throughout the contract term, COUNTY DBH may request the increase of beds for capacity needs (e.g., with increase in acuity and census due to the Covid-19 pandemic).

CONTRACTOR will accept voluntary or involuntarily admitted individuals regardless of source of payment; youth may include Medi-Cal beneficiaries, or privately insured and indigent/uninsured who are referred by the COUNTY's Department of Behavioral Health (DBH), a contracted provider with COUNTY DBH, a hospital emergency department,

law enforcement, or Emergency Medical Services (EMS). Youth may also be referred by family or self-referred. The Youth CSC will also serve foster children and youth who reside in Fresno County and remain under the original jurisdiction of another county.

These services shall be performed pursuant to W&IC, sections 5704.5(b), 5704.6(c), and 5614(b)(3) and program principles and the array of treatment options required under W&IC, sections 5600.2 to 5600.9 inclusive.

Early and Periodic Screening, Diagnostic and Treatment (EPSDT) is the child health component of Medicaid. Federal statutes and regulations state that children under age 21 who are enrolled in Medicaid are entitled to EPSDT benefits and that States must cover a broad array of preventive and treatment services to include crisis stabilization. The requirement is to maintain its funding for children's services at a level equal to or more than the proportion expended for children's program services in FY 83-84.

PROJECT DESCRIPTION:

CONTRACTOR shall be responsible to comply with the requirements of the Fresno County Mental Health Plan (FCMHP) and must complete and submit supporting clinical and any other such documentation as may be required by the COUNTY for every youth served in the Youth CSC. The FCMHP will perform a utilization review of all admissions to determine that the documentation demonstrates that medical necessity criteria as defined by the California Department of Health Care Services (DHCS) was met for each duration of the crisis stabilization services claimed for reimbursement.

CONTRACTOR shall be responsible to enter all Individual Service Information, admission data and billing information into the COUNTY data system (AVATAR) and will be responsible for any and all audit exceptions pertaining to the delivery of services.

CONTRACTOR'S RESPONSIBILITIES:

A. CONTRACTOR shall ensure that the Youth CSC provides the following services:

1. Management and alleviation of a youth's acute psychiatric symptoms through effective therapeutic interventions and supportive services to avoid the need for a higher level of psychiatric care when clinically appropriate.

2. A recovery/strength based clinical program which has appropriate professional staffing on a twenty-four (24) hour, seven (7) day a week basis.

3. A safe, secure environment for youth that encourages wellness and recovery.

4. A comprehensive multi-disciplinary evaluation and individual-centered treatment plan.

5. Dietary services through the availability of nourishment or snacks in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077.

6. Admission procedures for youth, who are not on involuntary holds in accordance with W&IC 5150 and also individuals placed on W&IC 5150 involuntary holds.

7. Crisis consultation services to rural service providers (e.g., emergency departments, etc.) that may not have timely access to the centrally located crisis stabilization facilities and may require consultation to support an individual's care planning and/or mitigate unnecessary long transports of youth to the Youth CSC from remote areas. Crisis consultation may occur via teleconference, tele-behavioral health (i.e., utilization of video and computer equipment), and/or other method presented by CONTRACTOR and deemed acceptable by the COUNTY.

8. Treatment Planning – Under the clinical direction of the mental health clinician, the multi-disciplinary treatment team formed by the Youth Crisis Stabilization staff shall provide the following services:
    a. Mental Status Examination
    b. Medical Evaluation
    c. Full Clinical Assessment
    d. Nursing Assessment
    e. Multi-Disciplinary Milieu Treatment Program
    f. Youth Centered Treatment Planning
    g. Aftercare Planning and Wellness Recovery Action Plan (WRAP)

9. Staffing

    a. The staffing pattern for the crisis stabilization program shall meet all current State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations (CCR) for Crisis Stabilization services. All staff requiring federal/state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board. CONTRACTOR shall remain up-to-date with all current regulatory changes and adhere to all new and/or modified requirements.

b. All facility staff who provide direct care or perform coding/billing functions must meet the requirements of the FCMHP Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed, registered, waivered staff must complete a FCMHP Provider Application and be credentialed by the FCMHP's Credentialing Committee. All of CONTRACTOR's staff who will have direct contact with the youth, shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Livescan) executed.

c. Peer and/or family support staff will be an active and key member of the multi-disciplinary team to assist with treatment planning, mentoring, support and advocate with youth/families during their time at the Youth CSC facility and will assist with discharge planning and facilitate the individual's transition to the appropriate lower level of care.

d. At the time of execution of this Agreement, the staffing requirements defined by the CCR, Title 9, Section 1840.348 for the Youth CSC are as follows:

(a) A physician shall be on call at all times for the provision of those Crisis Stabilization Services that may only be provided by a physician.

(b) There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times beneficiaries are present.

(c) At a minimum there shall be a ratio of at least one (1) licensed mental health or waivered/registered professional on site for each four (4) beneficiaries or other individuals receiving Crisis Stabilization at any given time.

(d) If the youth is evaluated as needing service activities that can only be provided by a specific type of licensed professional, such persons shall be available.

(e) Other persons may be utilized by the program, according to need.

(f) If Crisis Stabilization services are co-located with other specialty mental health services, persons providing Crisis Stabilization must be separate and distinct from persons providing other services.

(g) Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.

e. CONTRACTOR shall submit daily staffing reports that identify all direct service and support staff by first and last name, applicable licensure/certifications, full time hours worked, and the licensed/waivered/registered mental health professionals to youth ratio.

10. Medical Records

    a. CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation Standards for Individual Medical Records." During site visits, COUNTY shall be allowed to review records of services provided, including the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.

    b. CONTRACTOR will be responsible for "release of information" requests for the Youth CSC facility and shall adhere to applicable federal and state regulations.

    c. CONTRACTOR can develop and implement a medical records system which meets all State and Federal requirement and clearly documents medical necessity for both treatment and billing services. Medical records shall be kept in such a manner as to comply with the Fresno County Quality Improvement standards and Federal and State quality standards. COUNTY has an electronic medical record system. CONTRACTOR may elect to utilize and participate with the COUNTY's electronic health record system if they do not have their own system in place. It is anticipated that CONTRACTOR shall be utilizing an electronic medical records system by the end of this contract term.

11. Clinical Staff – CONTRACTOR's clinical staff shall be composed of all licensed mental health or waivered/registered professionals as included in CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements).

12. Medical Staff – The medical staff shall include a physician and a registered nurse, psychiatric technician or licensed vocational nurse and any other type of licensed professional needed to address youth needs pursuant to CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements).

13. Pharmaceutical Services – CONTRACTOR shall provide for medication services on an as needed basis and the staffing must reflect this availability pursuant to CCR, Title 9, Division 1, Chapter 11, Article 3, Section

1840.338 (Crisis Stabilization Contact and Site Requirements) and all other applicable federal/state regulations. The administration of a psychotropic medication(s) to children and youth in the Foster Care System will adhere to federal/state regulations, the requirements of pharmaceutical vendors and the coordination with the Department of Social Services-Child Welfare as it relates to the completion of forms, provision of information, etc.

14. Assessment of Physical Health and Medical Backup Services – Pursuant to CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.338 (Crisis Stabilization Contact and Site Requirements), CONTRACTOR shall provide admission history and physical examination, and maintain a written agreement for medical services with one or more general acute care hospitals.

15. Utilization Review, Billing and Cost Report:

    a. CONTRACTOR shall notify the COUNTY of any admission of a COUNTY youth within twenty-four (24) hours or the next business day in a manner approved by the COUNTY. The notification method shall be approved by the COUNTY.

    b. CONTRACTOR shall be responsible to ensure that documentation in the individual's medical record meets medical necessity criteria for the hours of service submitted to COUNTY for reimbursement by federal intermediaries, third-party payers and other responsible parties.

    c. CONTRACTOR shall enter all mental health data and billing information into the COUNTY's electronic information system and will be responsible for any and all audit exceptions pertaining to the delivery of services.

    d. CONTRACTOR shall submit a complete and accurate DHCS Short/Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within 120 days following the end of each fiscal year.

    e. CONTRACTOR shall ensure that cost reports are prepared in accordance with General Accepted Accounting Principles (GAAP) and the standards set forth by the DHCS and the COUNTY.

16. Patients' Rights and Certification Review Hearings:

    a. CONTRACTOR shall adopt and post in a conspicuous place a written policy on individual's rights in accordance with section 70707 of Title 22 of the CCR and section 5325.1 of the W&IC and Title 42 Code of Federal Regulations section 438.100.

    b. CONTRACTOR shall allow access to COUNTY youth by the Patients' Rights Advocate designated by the COUNTY.

17. Family Advocate - CONTRACTOR shall promote and allow individual access to the Family Advocacy Services representative (Family Advocate) who is contracted by the COUNTY to advocate and assist individuals, families and support systems who are seeking or receiving mental health services.

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    CONTRACTOR shall have all grievance forms readily available at the Youth CSC facility.

    CONTRACTOR shall log all grievances and the disposition of all grievances received from a youth or their family in accordance with FCMHP policies and procedures as indicated herein. CONTRACTOR shall provide a summary of the grievance log entries concerning COUNTY-sponsored individuals to the DBH Director, or designee, at monthly intervals, by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon. CONTRACTOR shall post signs, provided by the COUNTY, informing youth of their right to file a grievance and appeal.

    CONTRACTOR shall notify COUNTY of all incidents or unusual occurrences reportable to state licensing bodies that affect COUNTY individuals within twenty-four (24) hours. CONTRACTOR shall use the Incident Reporting system as indicated herein within Exhibit I for such reporting.

    Within fifteen (15) days after each grievance or incident affecting COUNTY-sponsored youth, CONTRACTOR shall provide County with the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint or incident.

    Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

19. Provide a safe and secure environment to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management, and clinical treatment for individuals with acute psychiatric symptoms. This includes the manner in which seclusion and restraint will be administered when necessary for the safety of the youth, other youth in the program, and staff.

20. Provide the appropriate type and level of staffing to provide for a clinically effective program design that adheres to State staffing requirements.

21. Provide staff training in the areas of non-violent crisis intervention, evidence-based practice, best practice, or promising practices to ensure staff are competent and proficient in the therapeutic interventions and practices in serving youth accessing the Youth CSC.

22. CONTRACTOR shall utilize cost containment strategies for the provision of stock and prescription medications to individuals(i.e., by contracting with a pharmaceutical benefits management company) and provide the COUNTY with the type of formulary utilized by the program as well as information regarding co-pays and/or generic substitutions.

23. Provide an intensive treatment program which has individualized treatment plans.

24. Stabilize the youth's acute psychiatric symptoms in the most expedient manner possible while adhering to appropriate clinical care standards. This may include initiating a Treatment Authorization Request (TAR) to the pharmacy and providing justification when psychotropic medications are needed on an emergency basis.

25. Effectively partner with other programs in the COUNTY and community system (i.e., law enforcement, local emergency departments, etc.) in accepting COUNTY youth for admission for crisis stabilization services.

26. Effectively partner with rural services providers (i.e., emergency departments, etc.) to provide crisis stabilization services via teleconference, tele-behavioral health (i.e., utilization of video and computer equipment), and/or other method deemed acceptable by COUNTY.

27. Work collaboratively with the COUNTY and community resources in discharge planning to ensure appropriate referral and direct linkage to ongoing outpatient specialty mental health treatment services, substance use disorder treatment services, etc. are provided. Discharge planning would also include working collaboratively with out-of-county Mental Health Plans to ensure youth in foster care who reside within Fresno County are linked to appropriate ongoing specialty mental health services, substance use disorder treatment services, etc. as appropriate.

28. Identify youth with frequent admissions during the fiscal year and develop strategies with other COUNTY and community agencies to reduce readmissions and improve an individual's overall well-being through coordination of care.

29. Effectively interact with community agencies, other mental health programs and providers, natural support systems, and families to assist clients to be discharged to the appropriate level of care.

30. Integrate mental health and substance use disorder services. The CONTRACTOR shall perform the following:

    a. Develop a formal written Continuous Quality Improvement CQI action plan to identify measurable objectives toward the achievement of co-occurring disorders (COD) treatment capability that will be addressed by the program during the contract period. These objectives should be achievable and realistic for the program, based on a self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:

        1. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;

        2. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;

        3. Improvement in routine integrated screening, and identification in the data system of how many individuals served have co-occurring issues;

        4. Developing the goal of basic co-occurring competency for all treatment and support staff, regardless of licensure or certification; and

        5. Documentation of coordination of care with collaborative mental health and/or substance use disorder providers for each youth.

B. Regarding cultural and linguistic competence requirements, CONTRACTOR shall:

1. Ensure compliance with 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.

2. Create and maintain policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP youth, including, but not limited to, assessing the cultural and linguistic needs of its youth, training of staff on the policies and procedures, and monitoring its language assistance program. CONTRACTOR's procedures must include ensuring compliance of any subcontracted providers with these requirements.

3. Ensure that minors shall not be used as interpreters.

4. Conduct and submit to COUNTY an annual cultural and linguistic needs assessment to promote the provision and utilization of appropriate services for its diverse population. The needs assessment report shall include findings and a plan outlining the proposed services to be improved or implemented as a result of the assessment findings, with special attention to addressing cultural and linguistic barriers and reducing racial, ethnic, language, abilities, gender, and age disparities.

5. Develop internal systems to meet the cultural and linguistic needs of the CONTRACTOR's census including the incorporation of cultural competency in the CONTRACTOR's mission; establishing and maintaining a process to evaluate and determine the need for special - administrative, clinical, welcoming, billing, etc. - initiatives related to cultural competency.

6. Develop recruitment and retention initiatives to establish contracted program staffing that is reflective and responsive to the needs of the program and target population.

7. Establish designated staff person to coordinate and facilitate the integration of cultural competency guidelines and attend COUNTY's DBH Cultural Diversity Committee scheduled meetings. The designated person will provide an array of communication tools to distribute information to staff relating to cultural competency issues.

8. Keep abreast of evidence-based and best practices in cultural competency in mental health care and treatment to ensure that the CONTRACTOR maintains current information and an external perspective in its policies. CONTRACTOR shall evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.

9. Ensure that an assessment of a youth's sexual orientation is included in the bio-psychosocial intake process. CONTRACTOR's staff shall assume that the population served may not be in heterosexual relationships. Sensitivity to gender and sexual orientation must be covered in annual training.

10. Utilize existing community supports, referrals to transgender support groups, etc., when appropriate.

11. Attend annual Cultural Competence, Compliance, Health Insurance Portability and Accountability Act (HIPAA), Billing, and Documentation training provided by COUNTY's DBH.

12. Report its efforts to evaluation cultural and linguistic activities as part of the CONTRACTOR's ongoing quality improvement efforts in the monthly activities report. Reported information may include an individual's complaints and grievances, any resulting actions regarding complaints and grievances, results from persons served satisfaction surveys, and utilization

and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers.

C. Regarding direct admissions to the YOUTH CSC from COUNTY's DBH programs or its contracted providers, CONTRACTOR agrees to the following:

1. To allow direct admits from COUNTY's DBH programs or its contracted providers when Youth CSC has the capacity to accept youth for services.

2. Said direct admits shall not require medical clearance, if youth would otherwise meet the Central California Emergency Medical Services Agency 5150 Destination Policy requirements as mentioned herein below in Subsection G. However, in the event a referred youth is known to possess a contagious medical condition, said youth shall be medically cleared by a local hospital prior to admission to the Youth CSC operated by CONTRACTOR.

D. Regarding the provision of court testimony related to Youth CSC persons served, CONTRACTOR agrees to the following:

CONTRACTOR's staff shall provide court testimony relevant to Youth CSC persons served, when required.

E. Regarding placements of Youth in a Psychiatric Health Facility or other inpatient level of care:

CONTRACTOR's staff shall locate and coordinate transfer for any youth being treated at the Youth CSC who is in need of further services and placement into a psychiatric health facility (PHF) or other appropriate acute psychiatric inpatient facility. This includes working collaboratively with the staff of the Youth PHF Subcontracted Provider to coordinate the transfer of youth ages 12 to 17 to their Youth Psychiatric Health Facility. CONTRACTOR acknowledges that transfer of youth may occur at all hours of the day and agrees to attend promptly to the needs of the youth and will conduct the transfer as soon as feasibly possible.

F. Regarding the placement of a youth at another designated facility:

1. CONTRACTOR shall notify COUNTY DBH when a youth will remain at the CSC for a period in excess of 24 hours, while awaiting placement and/or transportation. COUNTY's Patients' Rights Advocate will be included in this notification

2. CONTRACTOR shall provide the following services to youth who remain at the CSC for a period in excess of 24 hours and who are awaiting placement and/or transportation:

a. Three meal periods and three snack times per 24 hours
b. Daily encouragement and support with activities of daily living i.e. showering, washing of clothes, teeth brushing, hair combing etc.
c. Daily psychiatric evaluation by both the provider and licensed nursing staff to evaluate/determine the youth's most appropriate level of care
d. Daily medication evaluation, administration and education
e. Daily group activities (e.g., 12-Step Meetings, WRAP, Goals Group, etc.)
f. Daily one-on-one peer support provided by designated Peer Advocate
g. Daily activities such as meditation, art, entertainment and outdoor activities provided in the outside courtyard
h. Daily education in relation to mental health diagnosis, treatments, and community resources

G. Regarding the Central California Emergency Medical Services Agency (CCEMSA) 5150 Destination Policy, CONTRACTOR agrees to the following:

CONTRACTOR agrees to follow the then-current Central California Emergency Medical Services Agency 5150 Destination Policy #547 as identified in Exhibit O, attached hereto and incorporated herein. Said policy may be updated periodically throughout the term of this Agreement; CONTRACTOR must adhere to the most recent policies designated by the CCEMSA 5150 Destination Policy.

H. CONTRACTOR shall participate in the following meetings:

1. CONTRACTOR shall participate in periodic workgroup meetings scheduled by staff from COUNTY's DBH Mental Health Contracted Services Division. The meetings shall be held monthly, or as needed, to discuss contract requirements, data reporting, outcomes measurement, training, policies and procedures, and overall program operations.

2. CONTRACTOR's administrative level agency representative, who is duly authorized to act on behalf of CONTRACTOR, shall attend regularly scheduled monthly Behavioral Health Board meetings and its Children's Services Committee.

3. CONTRACTOR shall attend quarterly or periodic DBH Contractor/Provider Meetings, as scheduled by staff from COUNTY's Mental Health Contracted Services Division, when deemed necessary by the DBH Director, or designee.

4. CONTRACTOR may also be asked to make presentations in the community about the program and services that are available

I. Regarding the development of policies and protocols:

CONTRACTOR and COUNTY's DBH shall collaborate on the development of specific policies and protocols related to the daily operation of the Youth CSC. Such policies will include, but not be limited to, the following: placement of youth in psychiatric health facilities or other inpatient programs either locally or outside the county, facility limitations, and special populations. Such policies and protocols shall be mutually agreed upon between CONTRACTOR and COUNTY's DBH Director, or designee. Any changes to such policies and protocols shall be mutually agreed upon between CONTRACTOR and COUNTY's DBH Director, or designee.

PROGRAM OUTCOMES

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

Five (5) Work Plans will be utilized to support DBH's mission statement. The work plans were developed as a concept of a Transformation Plan that would encompass system planning, implementation and oversight to be reflective of a comprehensive system of care. These work plans are provided below and represent program goals to be achieved by CONTRACTOR in addition to CONTRACTOR-developed outcomes. DBH may adjust the outcome measurements needed under this program periodically, so as to best measure the success of the youth and the program as determined by the County.

CONTRACTOR will utilize a computerized tracking system with which outcome measures and other relevant consumer data, such as demographics, will be maintained.

1. **Behavioral Health Integrated Access** – timeliness between referral to admission, admission to treatment, and treatment to discharge; penetration rate; effectiveness of discharge planning as demonstrated by referral and linkage to other DBH programs, community providers, and other community resources; and services that provide screening and access to ensure youth are linked to the services they need, including mental health substance use disorders and physical health services.

2. **Wellness, Recovery, and Resiliency Supports** – collaborative approach to treatment strategies to reduce readmission of consumers with frequent admissions to the facility; effectiveness of services as demonstrated by the number of consumers who are able to be discharged to the community and avoid inpatient hospitalization; measurement of recidivism rates, including measuring percentage of recidivism within thirty (30) days. State the Evidence Based Practices (EBP) that shall be used.

3. **Cultural/Community Defined Practices** – services or philosophical practices which support the unique cultural-specific needs of individuals receiving care. Focus on behavioral health practices which reflect the unique needs of various cultures and communities who reside within Fresno County.

4. **Behavioral Health Clinical Care** – services where direct therapeutic treatment is provided. Include the framework of "Levels of Care" where the youth's needs, as identified through assessment/screening, are matched with a complexity and intensity of services meets those needs.

5. **Infrastructure Supports** – includes all personnel, equipment, programs, and facilities which exist to support the delivery of care to the youth served. Includes safety, quality improvement and regulatory compliance functions, along with outcome assessment/program evaluation, training, and technology.

6. Denial rate for Crisis Stabilization billing will be decreased by five percent (5%) within the first six (6) months, based on previous program denial rates. Rates will be determined by the utilization review performed by FCMHP.

COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Perform a utilization review, annually at a minimum, (through its FCMHP) of ten percent (10%) of all admissions to determine that the documentation demonstrates that medical necessity criteria as defined by the DHCS were met throughout the duration of the crisis stabilization episode. The FCMHP will maintain discretion regarding possible subsequent utilization review beyond ten percent (10%), as necessary.

2. Provide oversight of the CONTRACTOR's Youth CSC program. In addition to contract monitoring of program(s), oversight includes, but is not limited to, coordination with the DHCS in regard to program administration and outcomes.

3. Assist the CONTRACTOR in making linkages to the appropriate level of care within the behavioral health system of care to ensure continuity of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.

4. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to the CONTRACTOR for ongoing consultation.

5. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as

appropriate, youth and staff interviews, chart reviews, and other methods of obtaining required information.

6. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the CONTRACTOR's efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to CONTRACTOR:

   A. Mandatory cultural competency training including sexual orientation and sensitivity training for CONTRACTOR personnel, at minimum once per year. COUNTY will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender, and queer (LGBTQ+) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.

   B. Assistance to CONTRACTOR in locating appropriate providers who can translate behavioral health and substance abuse services information into COUNTY's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.

COUNTY OF FRESNO

CLEANING STANDARDS AND REQUIREMENTS

General – Applies to Most County Facilities

It is the intent of the County that County facilities be maintained at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as minimums. All items not specifically included but found to be necessary to properly clean the buildings, shall be included as though written into this Statement of Work.

The term “clean” includes, but is not limited to, the complete removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, paint, etc. or cleaning product residue.

Hours of Service

Cleaning of County facilities is to be done with as little hindrance of the County staff and clients as possible. The cleaning schedule must be flexible to work around the scheduling needs of building occupants.

Normal cleaning is to be done between the hours of 7:00 a.m. and 4:30 p.m. Periodic tasks such as floor care may be scheduled for the swing shift which begins at 4:00 p.m.

Cleaning Requirements

This section defines the general cleaning components, standards and requirements that apply to all buildings. In addition, there are some unique cleaning requirements which may exceed and supplement these general standards due to the nature of a building, the clients they serve and the services provided. Those site-specific cleaning requirements are defined for each building.

Frequency (examples)
D-Daily
W-Weekly
M-Monthly
Q-Quarterly
SA-Semi-Annually
A-Annually
#D - # Days Per Week (e.g. 3D = 3 days per week)
MON, TUE, WED, THU, FRI - one day per week on a specific day
AN - As Needed (as determined by the County)
AR - As Requested

Routine and Periodic

The minimum required frequency for each task is defined in the specific task sheets for each facility.

Routine - Cleaning tasks are ones that occur in the range of multiple times per day to weekly.

Periodic - Cleaning tasks occur less frequently and are done at intervals such as monthly, quarterly, semi-annually or annually.

Periodic tasks required advanced scheduling. This assures that building tenants will have ample time to prepare for the service. It also gives building tenants the opportunity to identify any particular problem areas that should be addressed.

Elevators

Routine - Clean and vacuum elevator tracks on all floors to remove debris. Vacuum carpeted floor; sweep and damp mop hard surface floors. Clean elevator doors (on all floors) and walls with the appropriate cleaner for the surface material (e.g. stainless steel cleaner for stainless steel, wood cleaner for wood surfaces, general purpose cleaner for other surfaces.) Dry with a clean dry cloth. Remove any graffiti with graffiti remover and a damp cloth. Rinse with water and dry. Post wet floor sign, when needed.

Periodic -

Exterior

Routine - Sweep the exterior entrance area to within 15' from entrance. Remove trash. Remove all graffiti that can be removed with janitorial cleaners and processes. Report other graffiti to DBH who will refer the work to County Facility Services.

Patios and courtyards that are within the perimeter of the building should be swept and cleaned regularly

Periodic - Hose down cob webs and dirt from eves, awnings, and corners of facility with a high pressure hose, where needed. Post wet floor signs. Mop up any puddled water.

Floors

Hard Surface Floors

Maintain all floors in such a manner as to promote longevity and safety upon completion of work; all floors shall be left in a clean, high luster shine, orderly and safe condition at all times.

Remove and replace furniture as required to perform the work, exercising necessary safety practices to prevent damage to County property and return to its proper place.

Post sufficient safety signs indicating slip hazards and/or wet floor when buffing, damp mopping, stripping and waxing.

Routine - Resilient and Hard Tile:

Sweep to remove loose dirt and other material on all service days.

Spot clean all hard surface floors for (Spillages, stains, gum, candy, etc.) on all service days.

Dust mop floors with a wide, treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil fro floor with a dustpan. Periodically shake out mop head into a plastic bag. When mop head gets soiled, put n a container marked dirty mop heads and replace with a clean mop head.

Damp mop all surface hard tile (concrete, ceramic, resilient, wood, quarry, terrazzo, linoleum, etc) on all service days.

Upon completion of these tasks, floors shall be left in a clean, orderly, safe condition and free of all scuff marks, dirt, dust, soil, spots, stains, deposits, oil, grease, gum, finish residue buildup, etc.

Periodic - Clean all baseboards and floor drains. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout.

Spray-buff floor, using a floor machine equipped with a buffing pad, to a high luster. Apply a new coat of finish as needed.

Machine scrub restroom floors with a disinfecting detergent cleaner.

Strip and refinish all resilient tile with 2 coats of skid-proof wax according to the periodic cleaning. Finish shall be applied only to appropriate areas free of residual dirt and build-up (i.e. swept, spot cleaned, and damp mopped) Floors are not to be left unfinished after stripping/scrubbing.

Finish Requirements:

1. Removability
2. Slip Resistance
3. Durability
4. Gloss
5. Clear and no discoloration
6. Dry within 30 minutes.
7. Non- foaming wax
8. Non - powdering
9. Stability
10. Recoatability
11. Buffable

Carpeting

Routine -

Completely vacuum all high traffic areas.

Completely vacuum non-high traffic areas such as offices. This includes underneath desks, chairs, between walls and filing cabinets, behind doors and in comers and edges of carpet and wall. Move furniture as needed.

Spot clean to remove stains such those caused by spilled beverages, candy, gum, etc. Use stain and gum remover for carpets.

Periodic - Deep clean all hard carpeted floors within the first 60 days of the Agreement and then according to the frequencies for each building as articulated in Exhibit A.

Deep clean all carpets with spin bonnet or hot water extraction equipment. At a minimum of every fourth cleaning, hot water extraction cleaning is required in order to deep clean.

Proper carpet cleaning shall result in a carpet free from all types of airborne soil, dry dirt, spots, spills, stains, smudges and water/petroleum soluble soils. A cleaned carpet shall be uniform in appearance when dry and vacuumed.

Carpet extraction is to be done according to the periodic schedule

Furniture

Furniture includes, but is not limited to desks, tables, reading tables, conference room tables, interview room tables, chairs, windows, and reception area partitions.

Routine – Dust and spot clean furniture. Clean employee desktops only if they have been cleared of papers.

Set-up conference rooms when requested by building occupants.

Periodic - Vacuum/spot clean all fabric stationary and movable chairs, benches, couches, partitions, etc. Clean counters and cabinets, moldings, door frames, furniture legs, arms rest. Note: personnel desks are not to be disturbed and or touched unless cleared by the occupant with a note left instructing that it be cleaned. Restore all furniture, wastepaper baskets, etc., to their original position.

Maintenance

The Janitorial staff will be vigilant and notice and report any maintenance issues immediately so that they may be addressed and corrected. Contractor shall report all maintenance-related problems to Facility Services. Examples include, but are not limited to:

1. Burned-out lighting
2. Dripping or running faucets.
3. Leaking fixtures (such as toilets and urinals).
4. Continuously or long-running flush-o-meters.
5. Inadequate or non-flushing flush-o-meters.

6. Carpet tears that pose a trip hazard.

7. Loosened floor tiles.

8. Cracked or broken windows.

9. Door locking problems.

10. Pests (e.g. spiders, ants, roaches, mice)

Miscellaneous

Routine/As Needed – The Janitors are responsible for a variety of miscellaneous tasks that don't fit into other categories. They include, but are not limited to:

- Changing batteries in automated air sanitizers, automated paper towel dispensers and other similar items, as needed

Restrooms

Clean and disinfect all restrooms in the buildings at the frequencies identified in the building-specific schedule. For purposes of restroom requirements, "clean" shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a "hospital" grade disinfectant that kills fungus, virus, and bacteria and has organic soil tolerance.

Routine - Clean all toilets, toilet seats, urinals. This includes removing any encrustation, stains, scale, deposits, and build-up.

Clean and polish all exposed fixtures and piping, lavatories, counters, changing tables, dispensers, mirrors, partitions, doors, walls, moldings, ceiling and wall vents, shelves, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas using a germicidal detergent.

Deodorant urinal screens shall be used in urinals only. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used

In many buildings, restrooms must be checked and touched up or re-cleaned multiple times throughout a normal workday. Since the Contractor only works after normal working hours, this will be the responsibility of the County.

Restroom Floors - Clean restroom floors according to the flooring standards, schedule, and protocol described in the flooring section.

Stairways/Stairwells

Routine - Sweep stairwells and remove all trash. Damp mop stairs and remove any stains, gum, etc.

Scrub and sanitize hand rails.

Periodic -

Supplies

Exodous is responsible for procurement, storage, distribution and supply of plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.

Stocking Dispensers

1. Dispensers are to be refilled and cleaned daily

2. No refill/extra supplies shall be stocked in the area of dispensers

3. All dispensers found to be less than half filled will be considered insufficient.

4. County will maintain ten (10) day's stock of restroom supplies in the Janitorial closets at all facilities for the term of the contract. (Note: Some facilities may not have a closet or room that can accommodate a 10 day supply. In those cases the items shall be stored in the nearest County facility that can accommodate the supplies).

Material Safety Data Sheets (MSDS) - Prior to the use of any product/chemical in the building, Facility Services will have on hand a Material Safety Data Sheet for each such product/chemical. These are maintained in a file in each janitorial closet where materials area stored.

Surfaces

General Surfaces - Dust and clean all surfaces including, but not limited to the following, to remove dust, finger marks, smudges, graffiti, gum, dirt buildup, and/or accumulation:

- baseboards
- ceiling and wall vents
- ceiling or shelf fans
- counters
- door frames
- door jams
- doors
- elevators
- fire extinguishers
- kick plates
- light switches (and surrounding wall area)
- metal trim
- moldings
- partitions
- picture frames
- push plates
- vending machines
- walls
- window blinds

General Surface cleaning requirements include:

- **Ash Trays** - Empty and Clean outside ashtrays, if applicable

- **Brass and Chrome** – Polish (brass, chrome, etc.) doorknobs, handrails, kick plates and push plates on doors or other pieces of door trim. Use a cloth and polish, wipe film dry.

- **Chalkboards and Whiteboards** - Chalkboards and white boards should only be cleaned upon request and with appropriate cleaner provided by the user department. Trays should be cleaned with a suitable cleaner.

- **Drinking Fountains** - Clean drinking fountains with germicidal detergent to sanitize. Remove calcium deposits with an environmental stain remover. Wipe off with a dry cloth, then polish and wipe dry. If drinking fountain drain is slow, report it to maintenance.

- **Glass** - Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass. Contractor shall clean all interior glass partitions, inside exterior glass, display cases, mirrors,

Periodic

- **Ceilings and Corners** – Remove cobwebs from all ceilings, doors, and corners within the building
- **Light fixtures** -. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
- **Vents, Grills and Diffusers** - Clean/vacuum all supply and return air diffusers and any other vents on walls or ceilings.

Trash and Recycling

Trash Pick-Up and Removal

Routine - Empty all waste receptacles, including wastebaskets, trash cans, and boxes (if labeled "trash", etc.) Deposit the trash into appropriate waste disposal containers. Empty boxes, papers, magazines, etc; outside of trash receptacles not labeled trash are not to be removed.

Ensure all waste receptacles are maintained in a clean and odor-free condition. Wash wastebaskets and replace plastic liners, as needed.

Remove all trash and waste to a designated on-site dumpster or compactor) for disposal. CA.

Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the building.

Recycling

Routine - Transport all recyclables such as mixed paper, plastic/glass and aluminum containers from bins inside County offices to designated location containers. Note that some buildings have extensive quantities of materials that must be recycled.

Empty large shredders and transport shredded paper to recycle locations. Empty small, “personal” shredders only upon request from building occupants.

All cardboard is to be broken down before empting into the appropriate on-site container (i.e. compactor, recycle bin).

Walk-Off Mats – Provide clean walk-off mats at all times in locations where they currently exist.

Windows and Window Coverings

Routine - See “Surfaces” section regarding general glass cleaning.

Periodic – Periodic window glass cleaning is **done by a window cleaning contractor**.

Clean/dust all window coverings.

Exhibit D

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).

Mail the completed form to:

County of Fresno
Attn: Lease Services (FL-128)
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93611

(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:	