

AGREEMENT

THIS 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, hereinafter referred to as "**COUNTY**", and **EXODUS RECOVERY, INC.**, a for profit corporation, whose address is 9808 Venice Blvd, Suite 700, Culver City, CA 90232, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency to operate a sixteen (16) bed acute inpatient Psychiatric Health Facility (PHF) to provide psychiatric services to adults, age 18 and older, who may be admitted on a voluntary or involuntary basis and may include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured individuals, and jail inmates (referred by the current subcontractor of Behavioral Health services within the County Jail);

WHEREAS, all individuals in need of psychiatric inpatient services may be referred by DBH, a DBH-subcontracted provider, law enforcement, hospital emergency departments, other COUNTY Departments, and other agencies. In addition, conservatees of the COUNTY that are placed in other residential settings and attending court in Fresno County will be temporarily placed at the PHF until such conservatee's court proceeding is complete; and

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

WHEREAS, CONTRACTOR is qualified and willing to operate said Adult PHF pursuant to the terms and conditions of this Agreement.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, "Adult Psychiatric Health Facility Scope of Work", attached hereto and incorporated herein by reference.

1 B. CONTRACTOR shall align programs, services, and practices with the vision,
2 mission, and guiding principles of the COUNTY's DBH, as further described in Exhibit B, "Guiding
3 Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of
4 this Agreement.

5 C. CONTRACTOR shall send to County's DBH upon execution of this Agreement, a
6 detailed plan ensuring clinically appropriate leadership and supervision of their clinical program.
7 Recruitment and retention of clinical leadership with the clinical competencies to oversee services based
8 on the level of care and program design presented herein shall be included in this plan. A description and
9 monitoring of this plan shall be provided.

10 D. During the term of this Agreement, it is expected that there will be a change in
11 location of the service site(s) to the Heritage Centre located at the corner of Shields Avenue and
12 Millbrook Avenue in Fresno, California 93703. COUNTY's DBH Director, or designee, will give verbal
13 notification of the timeframe expected regarding the relocation. CONTRACTOR shall work
14 collaboratively with COUNTY to ensure an efficient transition and transport of all individuals currently
15 receiving services.

16 E. CONTRACTOR shall maintain requirements as an organizational provider
17 throughout the term of this Agreement, as described in Section Seventeen (17) of this Agreement. If for
18 any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to
19 Section Three (3) of this Agreement.

20 F. CONTRACTOR agrees that prior to providing services under the terms and
21 conditions of this Agreement, it shall have appropriate staff hired and in place for program services and
22 operations or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate
23 this Agreement in accordance with Section Three (3) of this Agreement. The parties acknowledge that
24 CONTRACTOR will be performing hiring, training, and credentialing of staff, and COUNTY will be
25 performing additional staff credentialing to ensure compliance with State and Federal regulations.

26 G. CONTRACTOR shall collect, maintain and report all data and the individual's
27 information for the service categories independent of one another, including but not limited to: Medi-Cal
28 billing, other insurance or revenue billing and reports; staff schedules and reports; performance measures;

1 monthly invoices and general ledgers; and other data as required.

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

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

8 J. It is mutually agreed by all parties to this Agreement, that the program funded
9 under this Agreement shall be identified and subsequently named/branded through the review and
10 approval of COUNTY's DBH Director, or designee. All print or media materials, including program
11 branding and program references shall be reviewed and approved by the COUNTY'S DBH Director, or
12 designee. The program funded under this Agreement shall be identified as a "County of Fresno,
13 Department of Behavioral Health funded program", and operated by the CONTRACTOR under the
14 terms and conditions of this Agreement.

15 **2. TERM**

16 The term of this Agreement shall be for a period of three (3) years, commencing
17 retroactive to July 1, 2022 through and including June 30, 2025. This Agreement may be extended for
18 two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later
19 than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DBH
20 Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on
21 CONTRACTOR'S satisfactory performance.

22 **3. TERMINATION**

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

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

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

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

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

4. COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual expenditures incurred in accordance with Exhibit C, "Adult Psychiatric Health Facility Budget and Narrative", as approved by the COUNTY's DBH Director, or designee, attached hereto and incorporated herein by this reference.

A. Adult PHF Annual Compensation

In no event shall compensation paid for actual services performed at the Adult PHF under this Agreement during the period of July 1, 2022 through June 30, 2023 be in excess of Six Million, One Hundred Eighty-Seven Thousand, Nine Hundred Eight and No/100 Dollars (\$6,187,908.00).

In no event shall compensation paid for actual services performed at the Adult PHF under this Agreement during the period of July 1, 2023 through June 30, 2024 be in excess of Six Million, Three Hundred Twenty-Six Thousand, One Hundred Sixty-Two and No/100 Dollars

1 (\$6,326,162.00).

2 In no event shall compensation paid for actual services performed at the Adult
3 PHF under this Agreement during the period of July 1, 2024 through June 30, 2025 be in excess of Six
4 Million, Four Hundred Fifty-Nine Thousand, Eight Hundred One and No/100 Dollars (\$6,459,801.00).

5 If this Agreement is extended for the first optional 12-month extension period, in
6 no event shall compensation paid for actual services performed at the Adult PHF under this Agreement
7 during the period of July 1, 2025 through June 30, 2026 be in excess of Six Million, Six Hundred
8 Thousand, Three Hundred Sixty-One and No/100 Dollars (\$6,600,361.00).

9 If this Agreement is extended for the second optional 12-month extension period,
10 in no event shall compensation paid for actual services performed at the Adult PHF under this
11 Agreement during the period of July 1, 2026 through June 30, 2027 be in excess of Six Million, Seven
12 Hundred Forty-Three Thousand, Five Hundred Seven and No/100 Dollars (\$6,743,507.00).

13 B. Adult PHF Total Maximum Compensation

14 In no event shall the total maximum compensation amount under this Agreement
15 for the initial term (FY 2022-23, FY 2023-24, and FY 2024-25) combined for services provided at the
16 Adult PHF exceed Eighteen Million, Nine Hundred Seventy-Three Thousand, Eight Hundred Seventy-
17 One and No/100 Dollars (\$18,973,871.00).

18 In no event shall the total maximum compensation amount under this Agreement
19 for the initial term (FY 2022-23, FY 2023-24, and FY 2024-25), plus one (1) 12-month extension period
20 (FY 2025-26) combined for services provided at the Adult PHF exceed Twenty-Five Million, Five
21 Hundred Seventy-Four Thousand, Two Hundred Thirty-Two and No/100 Dollars (\$25,574,232.00).

22 In no event shall the total maximum compensation amount under this Agreement
23 for the initial term (FY 2022-23, FY 2023-24, and FY 2024-25), plus two (2) 12-month extension periods
24 (FY 2025-26 & FY 2026-27) combined for services provided at the Adult PHF exceed Thirty-Two
25 Million, Three Hundred Seventeen Thousand, Seven Hundred Thirty-Nine and No/100 Dollars
26 (\$32,317,739.00).

27 C. Additional Requirements

28 1. If CONTRACTOR fails to generate the Medi-Cal revenue and/or private pay

1 reimbursement amounts set forth in Exhibit C, COUNTY shall not be obligated to pay the difference
2 between these estimated amounts and the actual amounts generated.

3 2. Travel shall be reimbursed based on actual expenditures and mileage
4 reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal
5 Revenue Services (IRS) published rate.

6 3. It is understood that all expenses incidental to CONTRACTOR's
7 performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails
8 to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
9 compensation.

10 4. Payments shall be made by COUNTY to CONTRACTOR in arrears for
11 services provided during the preceding month, within forty-five (45) days after the date of receipt and
12 approval by COUNTY of the monthly invoicing as described in Section Five (5) herein. Payments shall be
13 made after receipt and verification of actual expenditures incurred by CONTRACTOR for monthly program
14 costs, as identified in Exhibit C, in the performance of this Agreement and shall be documented to
15 COUNTY on a monthly basis by the tenth (10th) of the month following the month of said expenditures.

16 5. COUNTY shall not be obligated to make any payments under this
17 Agreement if the request for payment is received by COUNTY more than sixty (60) days after this
18 Agreement has terminated or expired.

19 6. All final invoices and/or any final budget modification requests shall be
20 submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment
21 is claimed. No action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day closeout
22 period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and
23 conditions of this Agreement shall automatically revert to COUNTY.

24 7. The services provided by CONTRACTOR under this Agreement are funded
25 in whole or in part by the State of California. In the event that funding for these services is delayed by the
26 State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment
27 shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of
28 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of

1 payment to COUNTY plus forty-five (45) days.

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

16 **5. INVOICING**

17 A. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each
18 month for actual expenses incurred during the prior month electronically to: 1)
19 dbhinvoicereview@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov; and 3)
20 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned COUNTY's DBH Staff
21 Analyst. After CONTRACTOR renders service to referred persons served, CONTRACTOR shall invoice
22 COUNTY for payment, certify the expenditure, and submit electronic claiming data into COUNTY's
23 electronic information system for all persons served, including those eligible for Medi-Cal as well as those
24 that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit. Invoices and
25 reports shall be in such detail as acceptable to COUNTY's DBH, as described herein. Billing information
26 must include the persons served's name, individual ID number, date of service, type of mental health
27 service provided, duration of service, International Classification of Diseases (ICD) diagnosis, service
28 provider name, units of service provided, rate of service provided, and actual amount of service. No

1 reimbursement for costs incurred by CONTRACTOR for services delivered under this Agreement shall be
2 made until the invoice and supporting documentation is received, verified, and approved by COUNTY's
3 DBH. COUNTY must pay CONTRACTOR before submitting a claim to DHCS for Federal reimbursement
4 for Medi-Cal eligible persons served.

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

15 C. CONTRACTOR shall submit monthly invoices and general ledgers to COUNTY's
16 DBH that itemize the line item charges for monthly program costs. Unallowable costs such as lobbying or
17 political donations must be deducted from the monthly invoice reimbursements. The invoices and general
18 ledgers will serve as tracking tools to determine if CONTRACTOR's program costs are in accordance with
19 its budgeted cost. Failure to submit reports and other supporting documentation shall be deemed
20 sufficient cause for COUNTY to withhold payments until there is compliance, as further described in
21 Section Five (5) herein.

22 D. CONTRACTOR must report all third-party collections from other funding sources for
23 Medicare, private insurance, private pay or any other third party. Monthly invoices for reimbursement must
24 equal the amount due CONTRACTOR less any funding sources not eligible for Federal reimbursement
25 and any other revenues generated by CONTRACTOR (i.e., private insurance, etc.).

26 E. CONTRACTOR shall submit monthly staffing reports that identify all direct service
27 and support staff, applicable licensure/certifications, and full-time hours worked to be used as a tracking
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1 tool to determine if CONTRACTOR's program is staffed according to the services provided under this
2 Agreement.

3 F. CONTRACTOR must maintain financial records for a period of seven (7) years or
4 until any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for
5 any disallowances related to inadequate documentation.

6 G. CONTRACTOR is responsible for collecting and managing of data in a manner to
7 be determined by DHCS and COUNTY's DBH in accordance with applicable rules and regulations.
8 COUNTY's electronic information system is a critical source of information for purposes of monitoring
9 service volume and obtaining reimbursement. CONTRACTOR must attend the COUNTY's DBH training
10 on equipment reporting for assets, intangible and sensitive minor assets, COUNTY's electronic information
11 system, and related cost reporting.

12 H. CONTRACTOR shall submit service data into COUNTY's electronic information
13 system within thirty (30) calendar days from the date of services were rendered.

14 G. CONTRACTOR must provide all necessary data to allow COUNTY to bill Medi-Cal,
15 and any other third-party source, for services and meet State and Federal reporting requirements. The
16 necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into
17 COUNTY's electronic information system; 2) providing an electronic file compatible with COUNTY's
18 electronic information system; or 3) integration between COUNTY's electronic information system and
19 CONTRACTOR's information system(s).

20 H. If a person served has dual coverage, such as other health coverage (OHC) or
21 Federal Medicare, CONTRACTOR will be responsible for billing the carrier and obtaining a payment/denial
22 or have validation of claiming with no response ninety (90) days after the claim was mailed before the
23 service can be entered into COUNTY's electronic information system. CONTRACTOR must report all
24 third-party collections or revenue for Medicare, third party, or private pay in each monthly invoice and in the
25 annual cost report that is required to be submitted. A copy of explanation of benefits or CMS 1500 form is
26 required as documentation. CONTRACTOR shall submit monthly invoices for reimbursement that equal
27 the amount due CONTRACTOR less any funding sources not eligible for Federal and State
28 reimbursement. CONTRACTOR must comply with all laws and regulations governing the Federal

1 Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section
2 1395 et seq; and 2) the regulation and rules promulgated by the Federal Centers for Medicare and
3 Medicaid Services as they relate to participation, coverage and claiming reimbursement. CONTRACTOR
4 will be responsible for compliance as of the effective date of each Federal, State or local law or regulation
5 specified.

6 I. Data entry into the COUNTY's electronic information system shall be the
7 responsibility of CONTRACTOR. COUNTY shall monitor the volume of services and cost of services
8 entered into COUNTY's electronic information system. Any and all audit exceptions resulting from the
9 provision and reporting of specialty mental health services by CONTRACTOR shall be the sole
10 responsibility of CONTRACTOR. CONTRACTOR will comply with all applicable policies, procedures,
11 directives and guidelines regarding the use of COUNTY's electronic information system.

12 J. Medi-Cal Certification and Mental Health Plan Compliance

13 CONTRACTOR shall establish and maintain Medi-Cal certification or become certified
14 within ninety (90) days of the execution of this Agreement through COUNTY's DBH. In addition,
15 CONTRACTOR shall work with COUNTY's DBH to execute the process if not currently certified by
16 COUNTY for credentialing of staff. Service location must be approved by COUNTY's DBH during the
17 Medi-Cal certification process. During this process, the CONTRACTOR shall obtain a legal entity number
18 established by DHCS as this is a requirement for maintaining COUNTY's MHP Organizational Provider
19 status throughout the term of this Agreement. CONTRACTOR shall become Medi-Cal certified prior to
20 providing services to Medi-Cal eligible persons served and seeking reimbursement from the COUNTY.
21 CONTRACTOR will not be reimbursed by COUNTY for any services rendered prior to Medi-Cal
22 certification. CONTRACTOR shall comply with any and all requests and directives associated with
23 COUNTY maintaining State Medi-Cal site certification.

24 CONTRACTOR shall provide specialty mental health services in accordance with
25 COUNTY's MHP. CONTRACTOR must comply with the "Fresno County Mental Health Plan Compliance
26 Program and Code of Conduct" set forth in Exhibit D, attached hereto and incorporated herein by
27 reference and made part of this Agreement.

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1 CONTRACTOR may provide direct specialty mental health services using unlicensed staff
2 as long as the CONTRACTOR is approved as an Organizational Provider by the COUNTY's MHP and the
3 individual is supervised by licensed staff who meet the Board of Behavioral Sciences requirements for
4 supervision, works within his/her scope, and only delivers allowable direct specialty mental health services.
5 Unlicensed staff must also be credentialed by COUNTY's MHP.

6 It is understood that each service is subject to audit for compliance with Federal and State
7 regulations, and that COUNTY may be making payments in advance of said review. In the event that a
8 service is disapproved, COUNTY may, at its sole discretion, withhold compensation or set off from other
9 payments due the amount of said disapproved services. This remedy is not exclusive, and COUNTY may
10 seek reutil from any other means, including but not limited to, a separate contract or agreement with
11 CONTRACTOR. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services
12 or incorrect application of utilization review requirements. CONTRACTOR shall comply with any and all
13 requests associated with any State and/or Federal reviews or audits.

14 **6. INDEPENDENT CONTRACTOR**

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

23 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
24 rules and regulations, if any, of governmental authorities having jurisdiction over matters, which are directly
25 or indirectly the subject of this Agreement.

26 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
27 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
28 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee

benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

7. MODIFICATION

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

In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment, Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the individual program budgets, as set forth in Exhibit C, that do not exceed ten percent (10%) of the maximum compensation payable to CONTRACTOR, and movement of funds between the individual program budgets that does not exceed ten percent (10%) of the maximum compensation payable to the CONTRACTOR, may be made with the written approval of COUNTY's DBH Director, or designee. Modifications shall not result in any change to the maximum compensation amounts payable to CONTRACTOR, as stated in this Agreement.

8. NON-ASSIGNMENT

No party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of COUNTY.

9. HOLD-HARMLESS

CONTRACTOR 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 fees and court costs, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from

noncompliance herein on the part of CONTRACTOR.

The provisions of this Section 9 shall survive termination of this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, 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 or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). 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. 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.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

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

E. Cyber liability

1 Cyber Liability Insurance, with limits not less than \$2,000,000.00 per occurrence or
2 claim, \$2,000,000.00 aggregate. Coverage shall be sufficiently broad to respond to the duties and
3 obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to,
4 claims involving infringement of intellectual property, including but not limited to infringement of copyright,
5 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of
6 electronic information, release of private information, alteration of electronic information, extortion and
7 network security. The policy shall provide coverage for breach response costs as well as regulatory fines
8 and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

9 F. Technology Professional Liability (Errors and Omissions)

10 Technology professional liability (errors and omissions) insurance with limits of not
11 less than Two Million Dollars (\$2,000,000.00) per occurrence. Coverage must encompass all of the
12 Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

13 **Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security
14 Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii)
15 breach of any of the Contractor's obligations under Section # of this Agreement; (iii) infringement of
16 intellectual property, including but not limited to infringement of copyright, trademark, and trade dress;
17 (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or
18 destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations
19 under this Agreement regarding electronic information, including Personal Information; (viii) network
20 security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines
21 and penalties related to the Contractor's obligations under this Agreement regarding electronic
22 information, including Personal Information; and (xi) credit monitoring expenses.

23 G. Molestation

24 Sexual abuse / molestation liability insurance with limits of not less than One Million
25 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy
26 shall be issued on a per occurrence basis.

27 Additional Requirements Relating to Insurance

28 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance

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

7 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
8 employees any amounts paid by the policy of worker's compensation insurance required by this
9 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
10 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
11 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

12 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
13 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
14 foregoing policies, as required herein, with a hard copy to the County of Fresno, Department of Behavioral
15 Health, Contracted Services, Attn: Staff Analyst, and an emailed copy to
16 dbhcontractedservicesdivision@fresnocountyca.gov and the assigned DBH Contracts Staff Analyst stating
17 that such insurance coverage have been obtained and are in full force; that the County of Fresno, its
18 officers, agents and employees will not be responsible for any premiums on the policies; that such
19 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
20 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
21 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
22 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
23 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
24 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
25 given to COUNTY.

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

1 All policies shall be issued by admitted insurers licensed to do business in the State of
2 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
3 rating of A FSC VII or better.

4 **11. LICENSES/CERTIFICATES**

5 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall
6 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the
7 provision of the services hereunder and required by the laws and regulations of the United States of
8 America, State of California, the County of Fresno, and any other applicable governmental agencies.
9 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such
10 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any
11 appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all
12 applicable laws, rules or regulations, as may now exist or be hereafter changed.

13 **12. RECORDS**

14 CONTRACTOR shall maintain its records in COUNTY's EHR system (currently Avatar)
15 in accordance with Exhibit E, "Documentation Standards for Individual Medical Records," attached
16 hereto and incorporated herein by reference and made part of this Agreement. The individual's health
17 record shall begin with registration and intake and include authorizations, assessments, plans of care,
18 and progress notes, as well as other documents as approved by the COUNTY's DBH. COUNTY shall
19 be allowed to review records of services provided, including the goals and objectives of the treatment
20 plan, and how the therapy provided is achieving the goals and objectives. If CONTRACTOR
21 determines to maintain its records in COUNTY's EHR system, it shall provide COUNTY's DBH Director,
22 or designee, with a thirty (30) day notice. If at any time CONTRACTOR chooses not to maintain its
23 records in COUNTY's EHR system, it shall provide COUNTY'S DBH Director, or designee, with a thirty
24 (30) day notice and CONTRACTOR will be responsible for obtaining its own system, at its own cost, for
25 Electronic Health Record management. Disclaimer – COUNTY makes no warranty or representation
26 that information entered into the COUNTY's EHR system by CONTRACTOR will be accurate, adequate
27 or satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's
28 possession or control, or transmitted or received by CONTRACTOR, is or will be secure from

1 unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible for the
2 individual's information entered by CONTRACTOR into the COUNTY's EHR system. CONTRACTOR
3 agrees that all Private Health Information (PHI) maintained by CONTRACTOR in COUNTY's EHR
4 system will be maintained in conformance with all Health Insurance Portability and Accountability Act
5 (HIPAA) laws, as stated in Section Nineteen (19), "Health Insurance Portability and Accountability Act".

6 COUNTY shall be allowed to review all records of services provided, including the goals
7 and objectives of the treatment plan, and how the therapy provided is achieving the goals and objectives.
8 All mental health records shall be considered the property of the COUNTY and shall be retained by the
9 COUNTY upon termination or expiration of this Agreement.

10 **13. REPORTS**

11 A. Outcome Reports

12 CONTRACTOR shall submit to COUNTY's DBH service outcome reports as
13 requested by COUNTY's DBH. Outcome reports and outcome requirements are subject to change at
14 COUNTY's DBH discretion.

15 B. Additional Reports

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

23 C. Cost Report

24 CONTRACTOR agrees to submit a complete and accurate detailed cost report on
25 an annual basis for each fiscal year ending June 30th in the format prescribed by the DHCS for the
26 purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. The cost report will be
27 the source document for several phases of settlement with the DHCS for the purposes of Short Doyle
28 Medi-Cal reimbursement. CONTRACTOR shall report costs under their approved legal entity number

1 established during the Medi-Cal certification process. The information provided applies to CONTRACTOR
2 for program related costs for services rendered to Medi-Cal and non-Medi-Cal persons served.
3 CONTRACTOR will remit a schedule to provide the required information on published charges (PC) for all
4 authorized services. The report will serve as a source document to determine their usual and customary
5 charge prevalent in the public mental health sector that is used to bill the general public, insurers, or other
6 non-Medi-Cal third party payers during the course of business operations. CONTRACTOR must report all
7 collections for Medi-Cal/Medicare services and collections. The CONTRACTOR shall also submit with the
8 cost report a copy of the CONTRACTOR's general ledger that supports revenues and expenditures and
9 reconciled detailed report of reported total units of services rendered under this Agreement to the units of
10 services reported by CONTRACTOR to COUNTY's electronic information system.

11 Cost Reports must be submitted to the COUNTY as a hard copy with a signed
12 cover letter and electronic copy of completed DHCS cost report form along with requested support
13 documents following each fiscal year ending June 30th. During the month of September of each year this
14 Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the
15 training session, DHCS cost report template worksheets, and deadlines to submit, as determined by State
16 DHCS annually. CONTRACTOR shall remit a hard copy of cost report to County of Fresno, Attention:
17 Cost Report Team, PO BOX 45003, Fresno CA 93718. CONTRACTOR shall remit the electronic copy or
18 any inquiries to DBHcostreportteam@fresnocountyca.gov.

19 All Cost Reports must be prepared in accordance with General Accepted
20 Accounting Principles (GAAP) and Welfare and Institutions Code §§ 5651(a)(4), 5664(a), 5705(b)(3) and
21 5718(c). Unallowable costs such as lobby or political donations must be deducted on the cost report and
22 invoice reimbursement.

23 If the CONTRACTOR does not submit the cost report by the deadline, including any
24 extension period granted by the COUNTY, the COUNTY may withhold payments of pending invoicing
25 under compensation until the cost report has been submitted and clears COUNTY desk audit for
26 completeness.

27 D. Settlements with State Department of Health Care Services (DHCS)

28 During the term of this Agreement and thereafter, COUNTY and CONTRACTOR

1 agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings
2 related to the reimbursement provided under this Agreement. CONTRACTOR will participate in the
3 several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases of initial cost
4 reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit
5 settlement are: State DHCS audit 1) initial cost reporting – after an internal review by COUNTY, the
6 COUNTY files the cost report with State DHCS on behalf of CONTRACTOR's legal entity for the fiscal
7 year; 2) Settlement – State reconciliation of records for paid Medi-Cal services, approximately 18 to 36
8 months following the State close of the fiscal year, DHCS will send notice for any settlement under this
9 provision to COUNTY; and 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement
10 DHCS may conduct a review of medical records, cost report along with support documents submitted to
11 COUNTY in initial submission to determine accuracy and may disallow costs and/or units of services.
12 COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with
13 CONTRACTOR until resolution of the appeal. DHCS Audits will follow Federal Medicaid procedures for
14 managing overpayments.

15 If at the end of the Audit Settlement, COUNTY determines that it overpaid
16 CONTRACTOR, it will require CONTRACTOR to repay the Medi-Cal related overpayment back to
17 COUNTY. Funds owed to COUNTY will be due within forty-five (45) days of notification by COUNTY, or
18 COUNTY shall withhold future payments until all excess funds have been recouped by means of an offset
19 against any payments then or thereafter owing to COUNTY under this or any other Agreement between
20 the COUNTY and CONTRACTOR.

21 **14. MONITORING**

22 CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, and
23 DHCS, or their designees, the right to review and monitor records, services, or procedures, at any time, in
24 regard to COUNTY persons served, as well as the overall operation of CONTRACTOR's performance, in
25 order to ensure compliance with the terms and conditions of this Agreement.

26 **15. REFERENCES TO LAWS AND RULES**

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

1 such amendment.

2 **16. COMPLIANCE WITH STATE REQUIREMENTS**

3 CONTRACTOR recognizes that COUNTY operates its mental health programs under an
4 agreement with DHCS, and that under said agreement the State imposes certain requirements on
5 COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including those
6 identified in Exhibit F, "State Mental Health Requirements", attached hereto and by this reference
7 incorporated herein and made part of this Agreement.

8 **17. COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS**

9 CONTRACTOR shall be required to maintain organizational provider certification by
10 COUNTY. CONTRACTOR must meet Medi-Cal organizational provider standards as listed in Exhibit G,
11 "Medi-Cal Organizational Provider Standards", attached hereto and by this reference incorporated herein
12 and made part of this Agreement. It is acknowledged that all references to Organizational Provider and/or
13 Provider in Exhibit G shall refer to CONTRACTOR.

14 CONTRACTOR shall inform every person served of their rights under the COUNTY's
15 Mental Health Plan as described in Exhibit H, "Mental Health Plan Grievances and Appeals Process",
16 attached hereto and by this reference incorporated herein and made part of this Agreement.

17 CONTRACTOR shall also file an incident report for all incidents involving persons served,
18 following the COUNTY's DBH "Incident Reporting and Intensive Analysis" policy and procedure guide and
19 using the "Incident Report" protocol and user guide identified in Exhibit I, attached hereto and by this
20 reference incorporated herein and made part of this Agreement.

21 **18. CONFIDENTIALITY**

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

25 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

26 COUNTY and CONTRACTOR each consider and represent themselves as covered
27 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-
28 191 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations.

20. DATA SECURITY

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

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

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

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

B. CONTRACTOR-Owned Computers or Computer Peripherals

CONTRACTOR may not bring contractor-owned computers or computer peripherals into COUNTY for use without prior authorization from COUNTY's Chief Information Officer and/or designee(s), including but not limited to mobile storage devices. If data is approved to be

transferred, data must be encrypted and stored on a secure server approved by COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection.

C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

21. PROPERTY OF COUNTY

A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY for use in operational capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a straight-line basis.

For COUNTY purposes, fixed assets must fulfill three (3) qualifications:

- 1) Have life span of over one year;
- 2) Is not a repair part; and
- 3) Must be valued at or greater than the capitalization thresholds for the asset

type.

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

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset Log (and related instructions), attached hereto as Exhibit J and Exhibit J-1 and by this reference incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset Management System and annually inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00), with over one year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director, or designee. CONTRACTOR will maintain a tracking system on the items utilizing Exhibits J and J-1. Items are not required to be capitalized or depreciated and are subject to annual inventory for compliance.

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an

1 annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this
2 Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are returned to
3 COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY-owned
4 undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the
5 assets at the expiration or termination of this Agreement.

6 CONTRACTOR further agrees to the following:

7 1) Maintain all items of equipment in good working order and condition, normal
8 wear and tear is expected;

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

13 3) Report in writing to COUNTY immediately after discovery, the loss or theft of
14 any items of equipment. For stolen items, the local law enforcement agency must be contacted and a
15 copy of the police report submitted to COUNTY.

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

22 E. CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever
23 there is any modification or change in the use of any property acquired or improved, in whole or in part,
24 using funds under this Agreement. If any real or personal property acquired or improved with said funds
25 identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this
26 Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value
27 of the property, less any portion thereof attributable to expenditures of funds not provided under this
28 Agreement. These requirements shall continue in effect for the life of the property. In the event this

1 Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or
2 property funded with said funds, unless action is taken by the State government to relieve COUNTY of
3 these obligations.

4 **22. NON-DISCRIMINATION**

5 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not
6 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin,
7 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
8 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor
9 shall they discriminate unlawfully against any employee or applicant for employment because of race,
10 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
11 genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or
12 military and veteran status.

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

27 **23. CULTURAL COMPETENCY**

28 As related to Cultural and Linguistic Competence:

1 A. CONTRACTOR shall not discriminate against beneficiaries based on race, color,
2 national origin, sex, disability, or religion. CONTRACTOR shall ensure that a limited and/or no English
3 proficient beneficiary is entitled to equal access and participation in federally funded programs through
4 the provision of comprehensive and quality bilingual services pursuant to Title 6 of the Civil Rights Act
5 of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979.

6 B. CONTRACTOR shall comply with requirements of policies and procedures for
7 ensuring access and appropriate use of trained interpreters and material translation services for all
8 limited and/or no English proficient beneficiaries, including, but not limited to, assessing the cultural and
9 linguistic needs of the beneficiaries, training of staff on the policies and procedures, and monitoring its
10 language assistance program. CONTRACTOR's policies and procedures shall ensure compliance of any
11 subcontracted providers with these requirements.

12 C. CONTRACTOR shall notify its beneficiaries that oral interpretation is available for
13 any language and written translation is available in prevalent languages and that auxiliary aids and
14 services are available upon request, at no cost and in a timely manner for limited and/or no English
15 proficient beneficiaries and/or beneficiaries with disabilities. CONTRACTOR shall avoid relying on an adult
16 or minor child accompanying the beneficiary to interpret or facilitate communication; however, if the
17 beneficiary refuses language assistance services, the CONTRACTOR must document the offer, refusal
18 and justification in the beneficiary's file.

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

27 E. CONTRACTOR shall submit to COUNTY for approval, within ninety (90) days from
28 date of contract execution, CONTRACTOR's plan to address all fifteen (15) National Standards for

1 Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and
2 as set forth in Exhibit K, "National Standards on Culturally and Linguistically Appropriate Services",
3 attached hereto and incorporated herein by reference and made part of this Agreement. As the CLAS
4 standards are updated, CONTRACTOR's plan must be updated accordingly. As requested by COUNTY,
5 CONTRACTOR shall be responsible for conducting an annual CLAS self-assessment and providing the
6 results of the self-assessment to the COUNTY. The annual CLAS self-assessment instruments shall be
7 reviewed by the COUNTY and revised as necessary to meet the approval of the COUNTY.

8 F. Cultural competency training for CONTRACTOR staff should be substantively
9 integrated into health professions education and training at all levels, both academically and functionally,
10 including core curriculum, professional licensure, and continuing professional development programs. As
11 requested by COUNTY, CONTRACTOR shall report on the completion of cultural competency trainings to
12 ensure direct service providers are completing a minimum of one (1) cultural competency training annually.

13 G. CONTRACTOR shall create and sustain a forum that includes staff at all agency
14 levels to discuss cultural competence. COUNTY encourages a representative from CONTRACTOR's
15 forum to attend COUNTY's Cultural Humility Committee.

16 **24. AMERICANS WITH DISABILITIES ACT**

17 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to
18 this Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act
19 and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations
20 implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998,
21 Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and
22 information technology (EIT) accessible to people with disabilities. California Government Code section
23 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

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

25 To the extent necessary to prevent disallowance of reimbursement under section
26 1861(v)(1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)(I)), until the expiration of four (4)
27 years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon
28 written request to the Secretary of the United States Department of Health and Human Services, or upon

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

26. SINGLE AUDIT CLAUSE

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

B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not

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

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

18 **27. COMPLIANCE**

19 CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics
20 and the COUNTY's Compliance Program in accordance with Exhibit D. Within thirty (30) days of entering
21 into this Agreement with COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents,
22 and subcontractors providing services under this Agreement certify in writing, that he or she has received,
23 read, understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall
24 ensure that within thirty (30) days of hire, all new employees, agents, and subcontractors providing
25 services under this Agreement shall certify in writing that he or she has received, read, understood, and
26 shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR understands that the
27 promotion of and adherence to the Contractor Code of Conduct is an element in evaluating the
28 performance of CONTRACTOR and its employees, agents and subcontractors.

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

11 **28. ASSURANCES**

12 In entering into this Agreement, CONTRACTOR certifies that neither they, nor any of their
13 officers, are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
14 Health Care Programs; that neither they, nor any of their officers, have been convicted of a criminal
15 offense related to the provision of health care items or services; nor have they, nor any of their officers,
16 been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension,
17 debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR
18 is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement
19 with, COUNTY's business operations related to the Federal Health Care Programs and shall remove such
20 CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services
21 rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by
22 Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR
23 is reinstated into participation in the Federal Health Care Programs.

24 A. If COUNTY has notice that either CONTRACTOR, or its officers, have been
25 charged with a criminal offense related to any Federal Health Care Program, or are proposed for exclusion
26 during the term of any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure
27 the accuracy of any claims submitted to any Federal Health Care Program. At its discretion, given such
28 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the

1 charges or the proposed exclusion.

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

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

14 2) Notwithstanding the above, COUNTY, at its discretion, may terminate this
15 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
16 defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of
17 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.
18 Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY
19 to protect the interests of COUNTY consumers.

20 C. CONTRACTOR shall verify (by asking the applicable employees and
21 subcontractors) that all current employees and existing subcontractors who, in each case, are expected to
22 perform professional services under this Agreement: (1) are not currently excluded, suspended, debarred,
23 or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a
24 criminal offense related to the provision of health care items or services; and (3) have not been reinstated
25 to participate in the Federal Health Care Program after a period of exclusion, suspension, debarment, or
26 ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is
27 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs,
28 or has been convicted of a criminal offense relating to the provision of health care services,

1 CONTRACTOR will ensure that said employee or subcontractor does no work, either direct or indirect,
2 relating to services provided to COUNTY.

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

8 2) Notwithstanding the above, COUNTY, at its discretion, may terminate this
9 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
10 defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of
11 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.
12 Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY
13 to protect the interests of COUNTY's persons served.

14 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for
15 information from COUNTY which may be necessary to complete any internal or external audits relating to
16 CONTRACTOR's compliance with the provisions of this Section.

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

20 **29. PUBLICITY PROHIBITION**

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

1 **30. COMPLAINTS**

2 CONTRACTOR shall log complaints and the disposition of all complaints from a person
3 served or their family. CONTRACTOR shall provide a copy of the detailed complaint log entries
4 concerning COUNTY-sponsored persons served to COUNTY at monthly intervals by the tenth (10th) day of
5 the following month, in a format that is mutually agreed upon. In addition, CONTRACTOR shall provide
6 details and attach documentation of each complaint with the log. CONTRACTOR shall post signs
7 informing persons served of their right to file a complaint or grievance. CONTRACTOR shall notify
8 COUNTY of all incidents reportable to State licensing bodies that affect COUNTY persons served within
9 twenty-four (24) hours of receipt of a complaint.

10 Within ten (10) days after each incident or complaint affecting COUNTY persons served,
11 CONTRACTOR shall provide COUNTY with information relevant to the complaint, investigative details of
12 the complaint, the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the
13 complaint. In addition, CONTRACTOR shall inform every person served of their rights as set forth in
14 Exhibit H. CONTRACTOR shall file an incident report for all incidents involving persons served, following
15 the protocol and user guide identified in Exhibit I.

16 **31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

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

20 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
21 the following information must be disclosed by CONTRACTOR by completing Exhibit L, "Disclosure of
22 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and
23 made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty
24 (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to
25 this information within thirty-five (35) days of occurrence by completing Exhibit L. Submissions shall be
26 scanned portable document format (pdf) copies and are to be sent via email to COUNTY's DBH assigned
27 Staff Analyst.

28 CONTRACTOR is required to submit a set of fingerprints for any person with a five

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

10 **32. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

11 CONTRACTOR is required to disclose if any of the following conditions apply to them, their
12 owners, officers, corporate managers, and partners (hereinafter collectively referred to in this Section as
13 "CONTRACTOR"):

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

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

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

24 Disclosure of the above information will not automatically eliminate CONTRACTOR from
25 further business consideration. The information will be considered as part of the determination of whether
26 to continue and/or renew this Agreement and any additional information or explanation that
27 CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined
28 that CONTRACTOR failed to disclose required information, any contract awarded to such CONTRACTOR

1 may be immediately voided and terminated for material failure to comply with the terms and conditions of
2 the award.

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

13 **33. AUDITS AND INSPECTIONS**

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

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

22 **34. NOTICES**

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

25 **COUNTY**

26 Director, Fresno County
27 Department of Behavioral Health
1925 E. Dakota Ave
28 Fresno, CA 93726

CONTRACTOR

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

1 All notices between COUNTY and CONTRACTOR provided for or permitted under this
2 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
3 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
4 personal service is effective upon service to the recipient. A notice delivered by first-class United States
5 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,
6 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
7 (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees
8 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
9 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
10 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
11 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
12 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
13 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
14 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
15 Code, beginning with Section 810).

16 **35. GOVERNING LAW**

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

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

21 **36. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

22 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
23 transactions that they are a party to while CONTRACTOR is providing goods or performing services
24 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
25 is a party and in which one or more of its directors has a material financial interest. Members of the
26 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
27 and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit N and incorporated
28 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing

transaction or immediately thereafter.

37. ELECTRONIC SIGNATURE

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to: (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code Section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

38. ENTIRE AGREEMENT

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

Exhibit A	Adult Psychiatric Health Facility Scope of Work
Exhibit B	DBH Guiding Principles of Care Delivery
Exhibit C	Adult Psychiatric Health Facility Budget and Budget Narrative
Exhibit D	FCMHP Compliance Plan and Code of Conduct
Exhibit E	Documentation Standards for Individual Medical Records
Exhibit F	State Mental Health Requirements
Exhibit G	Medi-Cal Organizational Provider Standards
Exhibit H	Fresno County MHP Grievances and Appeals Process
Exhibit I	Protocol for Completion of Incident Report

1	Exhibit J & J-1	Fixed Asset and Sensitive Item Log
	Exhibit K	National CLAS Standards
2	Exhibit L	Disclosure of Ownership and Control Interest Statement
	Exhibit M	Certification Regarding Debarment
3	Exhibit N	Self-Dealing Transaction Disclosure Form
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 **CONTRACTOR:**
4 **EXODUS RECOVERY, INC.**

COUNTY OF FRESNO

5
6 By: 



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

7
8 Print Name: Luana Murphy

9
10 Title: President/CEO
11 Chairman of Board, or President
12 or any Vice President

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

13
14 By: 

15
16 Print Name: LeeAnn Skorohod

By 
Deputy

17 Title: Corporate Secretary/COO
18 Secretary of Corporation, or
19 any Assistant Secretary, or
20 Chief Financial Officer, or
21 any Assistant Treasurer

22 Mailing Address:
23 9808 Venice Blvd, Suite 700
24 Culver City, CA 90232
25 Phone No.: (310) 945-3350
26 Contact: Luana Murphy, President/CEO

27 **FOR ACCOUNTING USE ONLY:**

28 Fund/Subclass: 0001/10000
Organization: 56302494
Account No.: 7295

ACUTE INPATIENT PSYCHIATRIC HEALTH FACILITY (PHF)

SCOPE OF WORK

ORGANIZATION: Exodus Recovery, Inc.

ADDRESS: 9808 Venice Blvd Suite 700 Culver City, CA 90232

SITE ADDRESS: 4411 E Kings Canyon Rd Fresno, CA 93702, Bldg. 319

SERVICES: Acute Inpatient Psychiatric Services

CONTACT: Luana Murphy, President/CEO

PHONE NUMBER: (310) 945-3350

CONTRACT PERIOD: July 1, 2022 – June 30, 2027, with three (3) twelve (12) month renewal options

I. SCHEDULE OF SERVICES:

CONTRACTOR shall operate the Psychiatric Health Facility (PHF) twenty-four (24) hours per day, seven (7) days per week.

II. TARGET POPULATION:

The target population will include adults, who are eighteen (18) years and older, who may be admitted on a voluntary or involuntary basis. These individuals will include Medi-Cal beneficiaries; Medicare and Medicare/Medi-Cal beneficiaries; indigent/uninsured; and jail inmates – all of whom shall be referred by the Department of Behavioral Health (DBH), a subcontracted provider with the DBH, hospital emergency departments, other COUNTY departments, and other agencies. Jail inmates transferred to the PHF for services will be transported and supervised by the Sheriff's correctional staff at all times.

In addition, Conservatees of the COUNTY that are placed in other residential settings and attending court in Fresno County will be temporarily placed at the PHF operated by CONTRACTOR until each Conservatee's court proceeding is completed. CONTRACTOR shall work with the DBH Placement Team to execute placement of COUNTY Conservatees that are being discharged from the PHF operated by the CONTRACTOR.

Medical clearance in keeping with community standards of care will be required for referred individuals where there are indicators of an acute medical condition as determined by a medical screening. In the event a referred individual is known to

possess a contagious medical condition, they shall be medically cleared by a local hospital prior to admission to the PHF operated by CONTRACTOR.

CONTRACTOR shall accept direct admissions to the PHF from COUNTY DBH programs or its contracted providers when PHF beds are available. Said direct admits shall have medical clearance in keeping with community standards.

III. CONTRACTOR'S RESPONSIBILITIES:

CONTRACTOR shall provide the following:

1. Management of adults' acute psychiatric disorders and prepare them to successfully step down to a less restrictive level of care.
2. A clinical program which has appropriate professional staffing on twenty-four (24) hours/seven (7) days a week (24/7) basis.
3. In general, admissions are executed any time during operating hours (24/7) when there are PHF beds available. Discharges are generally executed before 9:00 pm each day of the week.
4. Provide a safe, secure environment for adults that encourage wellness and recovery.
5. Provides for a comprehensive multi-disciplinary evaluation and treatment plan.
6. Provides dietary services.
7. Admission procedures for individuals, who may be admitted on a voluntary or involuntary basis. Individuals who are on involuntary holds, in accordance with Welfare and Institutions Code 5150, may be referred from hospital emergency departments, local law enforcement agencies, or by licensed medical/mental health professionals certified by COUNTY DBH as 5150 Initial Evaluators.
8. Treatment Planning - CONTRACTOR shall provide the following services:
 - a. Mental Status Examination
 - b. Medical Evaluation
 - c. Psycho-Social Assessment
 - d. Nursing Assessment
 - e. Multi-Disciplinary Milieu Treatment Programing
 - f. Individualized Focused Treatment Planning
 - g. Aftercare planning including care coordination with current and/or identified post discharge providers including sharing of records.
 - h. Appropriate prescriptions provided to individuals at discharge as well as make any other necessary arrangements to ensure the individual's well-being.

9. Provide an intensive treatment program which has individualized treatment plans.
10. Stabilize individuals as soon as possible in order to assist them in their recovery from mental illness.
11. Effectively partner with other programs in accepting COUNTY adults for admission for acute inpatient psychiatric services and work collaboratively in discharge planning to ensure appropriate ongoing outpatient specialty mental health treatment services are provided.
12. Identify COUNTY's persons served with frequent admissions during the fiscal year and develop strategies with COUNTY and community agencies to reduce readmissions.
13. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist individuals in discharging to the most appropriate level of care.
14. Work effectively with the legal system to provide temporary conservatorship if necessary and appropriate for persons served who require additional inpatient care.
15. Ancillary Services – CONTRACTOR shall provide the following:
 - a. Services to persons served who are designated incompetent to stand trial in order to allow them to stand trial.
 - b. CONTRACTOR's psychiatrist staff shall provide court testimony, written reports, and documentation relevant to the PHF persons served when required.
16. Comply with the requirements of the Fresno County Mental Health Plan (FCMHP) and must complete and submit a Treatment Authorization Request (TAR) and the supporting documentation for all Medi-Cal, Medi-Cal/Medicare, and UMDAP admissions to the FCMHP. 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 day of the hospitalization, except for the day of discharge.
17. Enter all service information, admission 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. CONTRACTOR will also be responsible for the mandated reporting of patient information and admission/discharge data and other required reports to the Office of State Health Planning and Development (OSHPD), DHCS, and meet the submission deadlines each calendar year.

18. Staffing

CONTRACTOR shall provide the appropriate type and level of staffing to provide for a clinically effective program design.

- a. The staffing pattern for the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 22, Division 5, Chapter 9, Article 3, Section 77061 of the California Code of Regulations for PHF's. There shall be an appropriate level of supervisory staff as required by regulation or statute. All staff, which requires 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.
- b. All facility staff, who provide direct care or perform coding/billing functions, must meet the requirements of the FCMHP Compliance Program. This includes 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 monthly thereafter. In addition, all licensed/registered/waivered staff must complete a FCMHP Provider Application and be credentialed by the FCMHP's Credentialing Committee. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Lives Scan) executed.
- c. Peer and/or family support staff will be utilized on the treatment team to provide Peer/Family specific services to enhance the services provided by professional staff.
- d. Organized Clinical Staff - The organized clinical staff of CONTRACTOR shall be composed of all licensed mental health professionals as included in Title 22, Division 5, Chapter 9, Article 4, Section 77083 (Organized Clinical Staff) of the California Code of Regulations (CCR).
- e. Organized Medical Staff - CONTRACTOR shall meet the requirement for an organized medical staff pursuant to Title 22, Division 5, Chapter 9, Article 3, Section 77061 (Staffing) of the CCR.
- f. CONTRACTOR shall make available to COUNTY annually, within sixty (60) days of each new fiscal year and upon request, a list of the personnel who shall provide services under this Agreement. The list shall include the name, title, professional degree, license number (if applicable), job description, full time equivalent (FTE) status and/or percent of time allocated, work schedule and experience of each person providing services under this Agreement.
- g. CONTRACTOR shall disclose and provide to COUNTY on request, information which specifies the current compensation and benefits of all staff under this Agreement.

19. Medical Records and Mandated Reporting to the Office of State Health Planning and Development

- a. The 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.
- b. CONTRACTOR will be responsible for accommodating appropriate and legal "release of information" requests for the facility and shall adhere to applicable Federal and State regulations in providing protected health information per such requests.
- c. CONTRACTOR will be required to provide mandated reporting of the person's served information and admission/discharge data to the OSHPD and meet the submission deadlines on June 30 and December 31 each calendar year.

20. Pharmaceutical Services- CONTRACTOR must provide for the level of pharmaceutical services as a PHF pursuant to Title 22, Section 5, Chapter 9, Article 3, 77079.13 of the CCR. If CONTRACTOR intends to utilize any type of automated dispensing system, the cost of that system and pharmacy consultants shall be included as part of the CONTRACTOR's budget.

21. Physical Health Care - CONTRACTOR shall provide admission history and physical examination, order and receive ancillary health exams which are considered community standards of care, provide dietary services and maintain a written agreement for medical services with one or more general acute care hospitals.

22. Schedule of Active Therapies - CONTRACTOR shall provide active therapies that will be provided as part of the clinical treatment program. The schedule shall include group therapies, skill development and education activities, wellness and recovery focused treatment, family therapy, scheduled community meetings, recreational and exercise programs. The treatment team is expected to schedule individual's participation activities tailored to each individual need.

23. CONTRACTOR shall 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 an acute psychiatric disorder. CONTRACTOR shall utilize cost containment strategies for the provision of stock and prescription medications to the individuals (i.e., use of prescription assistance

program, contracting with a pharmaceutical benefits management (PBM) company, etc.).

24. CONTRACTOR shall use COUNTY DBH's current medication formulary for consistency purposes in the event that adults are discharged from the PHF and potentially linked to other outpatient programs within COUNTY DBH. In addition, the CONTRACTOR shall execute a contract with a PBM company or pharmacy. CONTRACTOR will not use, or be a part of, COUNTY DBH's current agreement for PBM services. The injectables currently utilized are Haldol and Prolixin.

25. CONTRACTOR shall integrate mental health and substance use disorder services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. CONTRACTOR shall develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be achievable and realistic for the program, based on the self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:

- a. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
- b. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;
- c. Improvement in routine integrated screening, and identification in the County's electronic information system of how many persons served have co-occurring issues;
- d. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification; and
- e. Documentation of coordination of care with collaborative mental health and/or substance use disorder providers for each individual.

IV. 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 individuals,

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. 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 the COUNTY DBH Diversity, Equity, and Inclusions monthly 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 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. Gender sensitivity and sexual orientation must be covered in annual training.
10. Utilize existing community supports, referrals to transgender support groups, etc., when appropriate.
11. 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 persons' served complaints and

grievances, results from satisfaction surveys, and utilization and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers.

V. TRAINING REQUIREMENTS:

CONTRACTOR shall:

1. Attend annual Cultural Competence training.
2. Attend annual COUNTY Compliance, Billing and Documentation training.
3. Attend COUNTY's 5150 certification training.
4. Attend other required trainings provided by the COUNTY.

VI. PROGRAM OUTCOMES:

COUNTY DBH is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment (note - the 1st five (5) items listed below will be utilized to support this DBH Mission). The following items listed below represent program goals to be achieved by CONTRACTOR in addition to CONTRACTOR-developed outcomes. The program's success will be based on the number of goals it can achieve, resulting from performance outcomes. CONTRACTOR will utilize a computerized tracking system where outcome measures and other relevant data, such as demographics, will be maintained.

1. Behavioral Health Integrated Access – The time between arrival and admission to the PHF, until assessment.
2. Wellness, Recovery and Resiliency Supports – program, services or philosophical approaches which support the concept of wellness, recovery and resiliency in the individuals' levels of care, peer support, family advocacy, education and employment, housing.
3. Cultural/Community Defined Practices – programs, services or philosophical practices which support the unique culturally specific needs of individuals receiving care. Suggested penetration rate for particular groups can possibly be used to measure.
4. Behavioral Health Clinical Care – programs, services where direct therapeutic treatment is provided. Included in the framework of 'Levels' of Care where an individual's needs, as identified through assessment/screening, are matched with a complexity and intensity of services to meet those needs. Recovery 360 – Levels of Care and fidelity of the program are examples.
5. Infrastructure Supports – includes all personnel, equipment, program, and facilities which exist to support the delivery of care to the persons served. Also includes safety, quality and regulatory compliance functions, along with outcome assessments/ program evaluation, training and technology (i.e., cost effectiveness of services, staff training and development, quality Improvement, program evaluation, constant compliance efforts, personnel recruitment).

6. Effectiveness of discharge planning as demonstrated by the referral and linkage to the COUNTY DBH programs, community providers and other community resources.
7. Collaborative approach and treatment strategies to reduce persons served with frequent readmissions to the facility.
8. Denial rate for PHF days that do not meet Medi-Cal medical necessity criteria as determined by the utilization review performed by the FCMHP.
9. Initial Screening- Percent of individuals discharged that were screened by the third day post admission for all of the following: risk of violence to self, risk of violence to others, substance use, psychological trauma history, and patient strengths.
10. Hours of Physical Restraint Use - Total hours all patients spent in physical restraint as a proportion of total inpatient hours. Restraint is defined as mechanical and manual devices that restrict freedom of movement of the body.
11. Hours of Seclusion Use - Total hours all individuals spent in seclusion as a proportion of total inpatient hours. Seclusion is defined as restricted alone to a room or area where the individual is not allowed to leave without the permission of staff.
12. Discharge on Multiple Antipsychotic Medications - Percent of individuals discharged on two (2) or more antipsychotic medications as a proportion of individuals discharged on one (1) or more antipsychotic medications. Antipsychotic medications include regularly scheduled oral doses and long-acting injectable forms, regardless of diagnosis.
13. Discharge on Multiple Antipsychotic Medications with Appropriate Justification. Percent of individuals discharged on multiple antipsychotic medications with appropriate justification as a proportion of individuals discharged on two (2) or more antipsychotic medications. Appropriate justifications are limited to augmentation of clozapine, tapering to monotherapy, and history of at least three (3) failed trials of monotherapy.
14. Continuing Care Plan Created - Percent of individuals discharged with a continuing care plan created that includes all of the following: reason for hospitalization, discharge diagnosis, discharge medications, and next level of care recommendations. Minimum information for all discharge medications includes medication name, dose, and indications for use.
15. Continuing Care Plan Transmitted. Percent of individuals discharged with a complete continuing care plan (as defined in #14 above) that is transmitted to next level of care provider by the fifth day post discharge.
16. CONTRACTOR shall also propose their own outcomes measures that are deemed to best evaluate the success of the persons served and program.
17. COUNTY DBH may adjust the outcome measurements needed under this program periodically, so as to best measure the success of the individuals and program as determined by COUNTY.

VII. COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Perform a utilization review (through its FCMHP) of all Medi-Cal, Medi-Cal/Medicare, and UMDAP admissions, to determine that the documentation demonstrates that

medical necessity criteria as defined by the DHCS was met for each day of the hospitalization, except for the day of discharge.

2. Provide oversight (through the COUNTY DBH) of the CONTRACTOR'S PHF program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the DHCS in regard to program administration and outcomes.
3. Assist the CONTRACTOR in making linkages with the total behavioral health system. 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 CONTRACTOR's program staff and will be available to the CONTRACTOR for ongoing consultation.
5. Receive and analyze statistical data outcome information 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. Technical assistance to CONTRACTOR regarding cultural competency requirements and sexual orientation training.
 - b. Technical assistance for CONTRACTOR in translating behavioral health and substance use disorder services information into DBH's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

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

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

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

8. Principle Eight - Co-occurring Capable

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

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

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2022-23

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS				
Direct Employee Salaries				
Acct #	Administrative Position	FTE	Admin	Total
1101	Program Director	1.00	\$ 149,989	\$ 149,989
1102	Health Information Specialist	1.00	47,840	47,840
1103	Health Information Specialist (Supervisor)	0.50	29,120	29,120
1104	Program Support Assistant	1.05	43,680	43,680
1105	Peer Advocate	1.67	52,104	52,104
1106			-	-
1107			-	-
1108			-	-
1109			-	-
1110			-	-
1111			-	-
1112			-	-
1113			-	-
1114			-	-
1115			-	-
Direct Personnel Admin Salaries Subtotal		5.22	\$ 322,733	\$ 322,733
Acct #	Program Position	FTE	Admin	Total
1116	Recreational Therapist	1.00		\$ 74,672
1117	Social Services Coordinator	2.80		227,136
1118	Program Nurse (LVN/LPTN)	8.00		663,936
1119	Program Nurse (RN)	4.20		463,008
1120	Mental Health Worker	19.00		891,952
1121	Clinical Services Supervisor	1.00		100,000
1122				-
1123				-
1124				-
1125				-
1126				-
1127				-
1128				-
1129				-
1130				-
1131				-
1132				-
1133				-
1134				-
Direct Personnel Program Salaries Subtotal		36.00		\$ 2,420,704
				\$ 2,420,704
			Admin	Total
Direct Personnel Salaries Subtotal		41.22	\$ 322,733	\$ 2,743,437
Direct Employee Benefits				
Acct #	Description		Admin	Total
1201	Retirement		\$ 26,794	\$ 26,794
1202	Worker's Compensation		101,175	101,175
1203	Health Insurance		192,915	192,915
1204	Other (specify)		26,794	26,794
1205	Other (specify)		-	-
1206	Other (specify)		-	-
Direct Employee Benefits Subtotal:			\$ 347,678	\$ 347,678
Direct Payroll Taxes & Expenses:				
Acct #	Description		Admin	Total
1301	OASDI		\$ 166,121	\$ 166,121
1302	FICA/MEDICARE		166,121	166,121
1303	SUI		91,099	91,099
1304	Other (specify)		-	-
1305	Other (specify)		-	-
1306	Other (specify)		-	-
Direct Payroll Taxes & Expenses Subtotal:			\$ 423,341	\$ 423,341
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Total
			\$ 1,093,752	\$ 3,514,456

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	31%	69%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	21,777
2010	Utility Vouchers	-
2011	Program Supplies - Therapeutic	19,265
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 41,042

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 24,412
3002	Printing/Postage	491
3003	Office, Household & Program Supplies	73,323
3004	Advertising	-
3005	Staff Development & Training	5,132
3006	Staff Mileage	250
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Staff Orientation/Recruitment	6,417
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 110,025

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 16,046
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	789
4004	Rent/Lease Vehicles	-
4005	Security	311,002
4006	Utilities	79,059
4007	Janitorial	104,880
4008	Business Taxes/Lic Permits	133
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 511,909

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 16,326
5002	HMIS (Health Management Information System)	-
5003	Other - Contracted Services	747,418
5004	X-Ray and EKG Services	30,000
5005	Medication Supports	39,788
5006	Food Service	301,220
5007	Laundry Service	35,340
5008	Medical Waste Disposal	12,139
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,182,231

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	

	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	1,000
6004	External Audit	-
6005	Insurance (Specify):	10,000
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Indirect Costs	798,762
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 809,762

INDIRECT COST RATE	15.06%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,483
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	10,000
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 18,483

TOTAL PROGRAM EXPENSES	\$ 6,187,908
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify)	5,804	790.90	4,590,384
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		5,804		\$ 4,590,384
Estimated % of Clients who are Medi-Cal Beneficiaries				82%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				3,764,115
Federal Financial Participation (FFP) %			53%	1,994,981
MEDI-CAL FFP TOTAL				\$ 1,994,981

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

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 4,192,927
REALIGNMENT TOTAL		\$ 4,192,927

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

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 6,187,908
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ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2022-23

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Program Director		100.00
Health Information Specialist		100.00
Health Information Specialist (SUP)		100.00
Program Support Assistant		100.00
Peer Advocate		100.00
Total		500.00

Position	Contract #/Name/Department/County	FTE %
Recreational Therapist		100.00
Social Services Coordinator		100.00
LVN/LPTN		100.00
RN		100.00
Mental Health Worker		100.00
Clinical Services Supervisor		100.00
Total		1,600.00

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2022-23 Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS			3,514,456	
Administrative Positions			322,733	
	1101	Program Director	149,989	Administrative Services 1.00 FTE
	1102	Health Information Specialist	47,840	Administrative Services 1.00 FTE
	1103	Health Information Specialist (SUP)	29,120	Administrative Services 0.50 FTE
	1104	Program Support Assistant	43,680	Administrative Services 1.05 FTE
	1105	Peer Advocate	52,104	Administrative Services 1.67 FTE
	1106		-	
	1107		-	
	1108		-	
	1109		-	
	1110		-	
	1111		-	
	1112		-	
	1113		-	
	1114		-	
	1115		-	
Program Positions			2,420,704	
	1116	Recreational Therapist	74,672	Direct Services 1.00 FTE
	1117	Social Services Coordinator	227,136	Direct Services 2.80 FTE
	1118	LVN/LPTN	663,936	Direct Services 8.00 FTE
	1119	RN	463,008	Direct Services 4.20 FTE
	1120	Mental Health Worker	891,952	Direct Servies 19.00 FTE
	1121	Clinical Services Coordinator	100,000	Direct Services 1.00 FTE
	1122		-	
	1123		-	
	1124		-	
	1125		-	
	1126		-	
	1127		-	
	1128		-	
	1129		-	
	1130		-	
	1131		-	
	1132		-	
	1133		-	
	1134		-	
Direct Employee Benefits				
	1201	Retirement	26,794	
	1202	Worker's Compensation	101,175	
	1203	Health Insurance	192,915	
	1204	Other (specify)	26,794	
	1205	Other (specify)	-	
	1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:			423,341	
	1301	OASDI	166,121	
	1302	FICA/MEDICARE	166,121	
	1303	SUI	91,099	
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT			41,042	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	21,777	Medical and Covid Supplies
	2010	Utility Vouchers	-	
	2011	Program Supplies - Therapeutic	19,265	Games, TV services and activity supplies for Clients
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	
3000: DIRECT OPERATING EXPENSES			110,025	
	3001	Telecommunications	24,412	Phone and Internet usage for the program
	3002	Printing/Postage	491	Program related Postage & Delivery cost
	3003	Office, Household & Program Supplies	73,323	Office Supplies & Equipment
	3004	Advertising	-	
	3005	Staff Development & Training	5,132	On-going staff Training
	3006	Staff Mileage	250	Mileage, Parking and Travel Expense
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Staff Orientation/Recruitment	6,417	Staff Recruitment & Orientation
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	
4000: DIRECT FACILITIES & EQUIPMENT			511,909	
	4001	Building Maintenance	16,046	Building maintenance & repairs
	4002	Rent/Lease Building	-	
	4003	Rent/Lease Equipment	789	Misc Equip Cost
	4004	Rent/Lease Vehicles	-	
	4005	Security	311,002	Security Personnel
	4006	Utilities	79,059	Facility Utility cost
	4007	Janitorial	104,880	Facility Janitorial Services

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	4008	Business Taxes/Lic Permits	133	Annual Permits
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES			1,182,231	
	5001	Consultant (Network & Data Management)	16,326	Network & Data Management cost for IT firm support, network monitoring and offsite back-up for program IT system
	5002	HMIS (Health Management Information System)	-	
	5003	Other - Contracted Services	747,418	Personnel related expenses including registry nurses as needed, parking, relocation cost
	5004	X-Ray and EKG Services	30,000	Laboratory Service
	5005	Medication Supports	39,788	Client Medication
	5006	Food Service	301,220	Client Food Service
	5007	Laundry Service	35,340	Client Laundry Service
	5008	Medical Waste Disposal	12,139	Biohazard Cleaning Restoration and Disposal Services

6000: INDIRECT EXPENSES			809,762	
	6001	Administrative Overhead	-	
	6002	Professional Liability Insurance	-	
	6003	Accounting/Bookkeeping	1,000	Consulting Accounting Service
	6004	External Audit	-	
	6005	Insurance (Specify):	10,000	Professional Liability & Vehicle Service
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used	-	
	6008	Personnel (Indirect Salaries & Benefits)	-	
	6009	Indirect Costs	798,762	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS			18,483	
	7001	Computer Equipment & Software	8,483	Staff computer replacement
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
	7003	Furniture & Fixtures	10,000	Staff & Client Furniture replacement
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
	ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP
	8001	Mental Health Services	
	8002	Case Management	
	8003	Crisis Services	
	8004	Medication Support	
	8005	Collateral	
	8006	Plan Development	
	8007	Assessment	
	8008	Rehabilitation	
	8009	Other (Specify)	
	8010	Other (Specify)	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	6,187,908
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	6,187,908

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2023-24

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS				
Direct Employee Salaries				
Acct #	Administrative Position	FTE	Admin	Total
1101	Program Director	1.00	\$ 154,488	\$ 154,488
1102	Health Information Specialist	1.00	49,275	49,275
1103	Health Information Specialist (Supervisor)	0.50	29,994	29,994
1104	Program Support Assistant	1.05	44,990	44,990
1105	Peer Advocate	1.67	53,667	53,667
1106			-	-
1107			-	-
1108			-	-
1109			-	-
1110			-	-
1111			-	-
1112			-	-
1113			-	-
1114			-	-
1115			-	-
Direct Personnel Admin Salaries Subtotal		5.22	\$ 332,414	\$ 332,414
Acct #	Program Position	FTE	Admin	Total
1116	Recreational Therapist	1.00		\$ 76,912
1117	Social Services Coordinator	2.80		233,950
1118	Program Nurse (LVN/LPTN)	8.00		683,854
1119	Program Nurse (RN)	4.20		476,898
1120	Mental Health Worker	19.00		918,710
1121	Clinical Services Supervisor	1.00		103,000
1122				-
1123				-
1124				-
1125				-
1126				-
1127				-
1128				-
1129				-
1130				-
1131				-
1132				-
1133				-
1134				-
Direct Personnel Program Salaries Subtotal		36.00		\$ 2,493,324
				\$ 2,493,324
			Admin	Total
Direct Personnel Salaries Subtotal		41.22	\$ 332,414	\$ 2,825,738
Direct Employee Benefits				
Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 27,598	\$ -	\$ 27,598
1202	Worker's Compensation	110,390	-	110,390
1203	Health Insurance	198,702	-	198,702
1204	Other (specify)	27,598	-	27,598
1205	Other (specify)	-	-	-
1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 364,288	\$ -	\$ 364,288
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 171,105	\$ -	\$ 171,105
1302	FICA/MEDICARE	171,105	-	171,105
1303	SUI	93,832	-	93,832
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 436,042	\$ -	\$ 436,042
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 1,132,744	\$ 2,493,324	\$ 3,626,068

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	31%	69%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	22,213
2010	Utility Vouchers	-
2011	Program Supplies - Therapeutic	19,650
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 41,863

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 24,900
3002	Printing/Postage	550
3003	Office, Household & Program Supplies	74,789
3004	Advertising	-
3005	Staff Development & Training	5,132
3006	Staff Mileage	250
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Staff Orientation/Recruitment	6,417
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 112,038

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 16,046
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	789
4004	Rent/Lease Vehicles	-
4005	Security	311,002
4006	Utilities	79,059
4007	Janitorial	104,880
4008	Business Taxes/Lic Permits	133
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 511,909

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 16,326
5002	HMIS (Health Management Information System)	-
5003	Other - Contracted Services	747,418
5004	X-Ray and EKG Services	30,000
5005	Medication Supports	39,788
5006	Food Service	307,245
5007	Laundry Service	35,340
5008	Medical Waste Disposal	12,139
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,188,256

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Administrative Overhead	

	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	1,000
6004	External Audit	-
6005	Insurance (Specify):	10,000
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Indirect Costs	816,545
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 827,545

INDIRECT COST RATE	15.05%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computers & Software	\$ 8,483
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	10,000
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 18,483

TOTAL PROGRAM EXPENSES	\$ 6,326,162
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify): PHF Bed Day	5,804	790.90	4,590,384
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		5,804		\$ 4,590,384
Estimated % of Clients who are Medi-Cal Beneficiaries				82%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				3,764,115
Federal Financial Participation (FFP) %			53%	1,994,981
MEDI-CAL FFP TOTAL				\$ 1,994,981

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

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 4,331,181
REALIGNMENT TOTAL		\$ 4,331,181

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

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 6,326,162
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ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2023-24

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Program Director		100.00
Health Information Specialist		100.00
Health Information Specialist (SUP)		100.00
Program Support Assistant		100.00
Peer Advocate		100.00
Total		500.00

Position	Contract #/Name/Department/County	FTE %
Recreational Therapist		100.00
Social Services Coordinator		100.00
LVN/LPTN		100.00
RN		100.00
Mental Health Worker		100.00
Clinical Services Supervisor		100.00
Total		600.00

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2023-24 Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS			3,626,068	
Administrative Positions			332,414	
	1101	Program Director	154,488	Administrative Services 1.00 FTE
	1102	Health Information Specialist	49,275	Administrative Services 1.00 FTE
	1103	Health Information Specialist (Supervisor)	29,994	Administrative Services 0.50 FTE
	1104	Program Support Assistant	44,990	Administrative Services 1.05 FTE
	1105	Peer Advocate	53,667	Administrative Services 1.67 FTE
	1106		-	
	1107		-	
	1108		-	
	1109		-	
	1110		-	
	1111		-	
	1112		-	
	1113		-	
	1114		-	
	1115		-	
Program Positions			2,493,324	
	1116	Recreational Therapist	76,912	Direct Services 1.00 FTE
	1117	Social Services Coordinator	233,950	Direct Services 2.80 FTE
	1118	LVN/LPTN	683,854	Direct Services 8.00 FTE
	1119	RN	476,898	Direct Services 4.20 FTE
	1120	Mental Health Worker	918,710	Direct Servies 19.00 FTE
	1121	Clinical Services Coordinator	103,000	Direct Services 1.00 FTE
	1122		-	
	1123		-	
	1124		-	
	1125		-	
	1126		-	
	1127		-	
	1128		-	
	1129		-	
	1130		-	
	1131		-	
	1132		-	
	1133		-	
	1134		-	
Direct Employee Benefits			364,288	
	1201	Retirement	27,598	
	1202	Worker's Compensation	110,390	
	1203	Health Insurance	198,702	
	1204	Other (specify)	27,598	
	1205	Other (specify)	-	
	1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:			436,042	
	1301	OASDI	171,105	
	1302	FICA/MEDICARE	171,105	
	1303	SUI	93,832	
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT			41,863	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	22,213	Medical and Covid Supplies
	2010	Utility Vouchers	-	
	2011	Program Supplies - Therapeutic	19,650	Games, TV services and activity supplies for Clients
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	
3000: DIRECT OPERATING EXPENSES			112,038	
	3001	Telecommunications	24,900	Phone and Internet usage for the program
	3002	Printing/Postage	550	Program related Postage & Delivery cost
	3003	Office, Household & Program Supplies	74,789	Office Supplies & Equipment
	3004	Advertising	-	
	3005	Staff Development & Training	5,132	On-going staff Training
	3006	Staff Mileage	250	Mileage, Parking and Travel Expense
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Staff Orientation/Recruitment	6,417	Staff Recruitment & Orientation
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	
4000: DIRECT FACILITIES & EQUIPMENT			511,909	
	4001	Building Maintenance	16,046	Building maintenance & repairs
	4002	Rent/Lease Building	-	
	4003	Rent/Lease Equipment	789	Misc Equip Cost
	4004	Rent/Lease Vehicles	-	
	4005	Security	311,002	Security Personnel
	4006	Utilities	79,059	Facility Utility cost
	4007	Janitorial	104,880	Facility Janitorial Services

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	4008	Business Taxes/Lic Permits	133	Annual Permits
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES			1,188,256	
	5001	Consultant (Network & Data Management)	16,326	Network & Data Management cost for IT firm support, network monitoring and offsite back-up for program IT system
	5002	HMIS (Health Management Information System)	-	
	5003	Other - Contracted Services	747,418	Personnel related expenses including registry nurses as needed, parking, relocation cost
	5004	X-Ray and EKG Services	30,000	Laboratory Service
	5005	Medication Supports	39,788	Client Medication
	5006	Food Service	307,245	Client Food Service
	5007	Laundry Service	35,340	Client Laundry Service
	5008	Medical Waste Disposal	12,139	Biohazard Cleaning Restoration and Disposal Services

6000: INDIRECT EXPENSES			827,545	
	6001	Administrative Overhead	-	
	6002	Professional Liability Insurance	-	
	6003	Accounting/Bookkeeping	1,000	Consulting Accounting Service
	6004	External Audit	-	
	6005	Insurance (Specify):	10,000	Professional Liability & Vehicle Service
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used	-	
	6008	Personnel (Indirect Salaries & Benefits)	-	
	6009	Indirect Costs	816,545	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS			18,483	
	7001	Computers & Software	8,483	Staff computer replacement
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
	7003	Furniture & Fixtures	10,000	Staff & Client Furniture replacement
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
	ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP
	8001	Mental Health Services	
	8002	Case Management	
	8003	Crisis Services	
	8004	Medication Support	
	8005	Collateral	
	8006	Plan Development	
	8007	Assessment	
	8008	Rehabilitation	
	8009	Other (Specify): PHF Bed Day	
	8010	Other (Specify)	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	6,326,162
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	6,326,162

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2024-25

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS				
Direct Employee Salaries				
Acct #	Administrative Position	FTE	Admin	Total
1101	Program Director	1.00	\$ 159,123	\$ 159,123
1102	Health Information Specialist	1.00	50,753	50,753
1103	Health Information Specialist (Supervisor)	0.50	30,893	30,893
1104	Program Support Assistant	1.05	46,340	46,340
1105	Peer Advocate	1.67	55,277	55,277
1106			-	-
1107			-	-
1108			-	-
1109			-	-
1110			-	-
1111			-	-
1112			-	-
1113			-	-
1114			-	-
1115			-	-
Direct Personnel Admin Salaries Subtotal		5.22	\$ 342,386	\$ 342,386
Acct #	Program Position	FTE	Admin	Total
1116	Recreational Therapist	1.00		\$ 79,220
1117	Social Services Coordinator	2.80		240,969
1118	Program Nurse (LVN/LPTN)	8.00		704,370
1119	Program Nurse (RN)	4.20		491,205
1120	Mental Health Worker	19.00		945,272
1121	Clinical Services Supervisor	1.00		106,090
1122				-
1123				-
1124				-
1125				-
1126				-
1127				-
1128				-
1129				-
1130				-
1131				-
1132				-
1133				-
1134				-
Direct Personnel Program Salaries Subtotal		36.00		\$ 2,567,126
				\$ 2,567,126
			Admin	Total
Direct Personnel Salaries Subtotal		41.22	\$ 342,386	\$ 2,909,512
Direct Employee Benefits				
Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 28,415	\$ -	\$ 28,415
1202	Worker's Compensation	113,662		113,662
1203	Health Insurance	204,591		204,591
1204	Other (specify)	28,415		28,415
1205	Other (specify)	-		-
1206	Other (specify)			-
Direct Employee Benefits Subtotal:		\$ 375,083	\$ -	\$ 375,083
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 176,176	\$ -	\$ 176,176
1302	FICA/MEDICARE	176,176	-	176,176
1303	SUI	96,613	-	96,613
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 448,965	\$ -	\$ 448,965
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 1,166,434	\$ 2,567,126	\$ 3,733,560

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	31%	69%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	22,657
2010	Utility Vouchers	-
2011	Program Supplies - Therapeutic	20,043
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 42,700

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 25,398
3002	Printing/Postage	550
3003	Office, Household & Program Supplies	76,285
3004	Advertising	-
3005	Staff Development & Training	5,132
3006	Staff Mileage	250
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Staff Orientation/Recruitment	6,417
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 114,032

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 16,046
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	789
4004	Rent/Lease Vehicles	-
4005	Security	311,002
4006	Utilities	79,059
4007	Janitorial	104,880
4008	Business Taxes/Lic Permits	133
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 511,909

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 16,326
5002	HMIS (Health Management Information System)	-
5003	Other - Contracted Services	747,418
5004	X-Ray and EKG Services	30,000
5005	Medication Supports	39,788
5006	Food Service	313,389
5007	Laundry Service	35,340
5008	Medical Waste Disposal	12,139
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,194,400

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	

	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	1,000
6004	External Audit	-
6005	Insurance (Specify):	10,000
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Indirect Costs	833,717
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 844,717

INDIRECT COST RATE	15.04%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,483
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	10,000
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 18,483

TOTAL PROGRAM EXPENSES	\$ 6,459,801
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify): PHF Bed Day	5,804	790.90	4,590,384
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		5,804		\$ 4,590,384
Estimated % of Clients who are Medi-Cal Beneficiaries				82%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				3,764,115
Federal Financial Participation (FFP) %			53%	1,994,981
MEDI-CAL FFP TOTAL				\$ 1,994,981

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

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 4,464,820
REALIGNMENT TOTAL		\$ 4,464,820

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

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 6,459,801
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ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2024-25

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Program Director		100.00
Health Information Specialist		100.00
Health Information Specialist (SUP)		100.00
Program Support Assistant		100.00
Peer Advocate		100.00
Total		500.00

Position	Contract #/Name/Department/County	FTE %
Recreational Therapist		100.00
Social Services Coordinator		100.00
LVN/LPTN		100.00
RN		100.00
Mental Health Worker		100.00
Clinical Services Supervisor		100.00
Total		600.00

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2024-25 Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS			3,733,560	
Administrative Positions			342,386	
	1101	Program Director	159,123	Administrative Services 1.00 FTE
	1102	Health Information Specialist	50,753	Administrative Services 1.00 FTE
	1103	Health Information Specialist (Supervisor)	30,893	Administrative Services 0.50 FTE
	1104	Program Support Assistant	46,340	Administrative Services 1.05 FTE
	1105	Peer Advocate	55,277	Administrative Services 1.67 FTE
	1106		-	
	1107		-	
	1108		-	
	1109		-	
	1110		-	
	1111		-	
	1112		-	
	1113		-	
	1114		-	
	1115		-	
Program Positions			2,567,126	
	1116	Recreational Therapist	79,220	Direct Services 1.00 FTE
	1117	Social Services Coordinator	240,969	Direct Services 2.80 FTE
	1118	LVN/LPTN	704,370	Direct Services 8.00 FTE
	1119	RN	491,205	Direct Services 4.20 FTE
	1120	Mental Health Worker	945,272	Direct Servies 19.00 FTE
	1121	Clinical Services Coordinator	106,090	Direct Services 1.00 FTE
	1122		-	
	1123		-	
	1124		-	
	1125		-	
	1126		-	
	1127		-	
	1128		-	
	1129		-	
	1130		-	
	1131		-	
	1132		-	
	1133		-	
	1134		-	
Direct Employee Benefits			375,083	
	1201	Retirement	28,415	
	1202	Worker's Compensation	113,662	
	1203	Health Insurance	204,591	
	1204	Other (specify)	28,415	
	1205	Other (specify)	-	
	1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:			448,965	
	1301	OASDI	176,176	
	1302	FICA/MEDICARE	176,176	
	1303	SUI	96,613	
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT			42,700	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	22,657	Medical and Covid Supplies
	2010	Utility Vouchers	-	
	2011	Program Supplies - Therapeutic	20,043	Games, TV services and activity supplies for Clients
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	
3000: DIRECT OPERATING EXPENSES			114,032	
	3001	Telecommunications	25,398	Phone and Internet usage for the program
	3002	Printing/Postage	550	Program related Postage & Delivery cost
	3003	Office, Household & Program Supplies	76,285	Office Supplies & Equipment
	3004	Advertising	-	
	3005	Staff Development & Training	5,132	On-going staff Training
	3006	Staff Mileage	250	Mileage, Parking and Travel Expense
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Staff Orientation/Recruitment	6,417	Staff Recruitment & Orientation
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	
4000: DIRECT FACILITIES & EQUIPMENT			511,909	
	4001	Building Maintenance	16,046	Building maintenance & repairs
	4002	Rent/Lease Building	-	
	4003	Rent/Lease Equipment	789	Misc Equip Cost
	4004	Rent/Lease Vehicles	-	
	4005	Security	311,002	Security Personnel
	4006	Utilities	79,059	Facility Utility cost
	4007	Janitorial	104,880	Facility Janitorial Services

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	4008	Business Taxes/Lic Permits	133	Annual Permits
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES			1,194,400	
	5001	Consultant (Network & Data Management)	16,326	Network & Data Management cost for IT firm support, network monitoring and offsite back-up for program IT system
	5002	HMIS (Health Management Information System)	-	
	5003	Other - Contracted Services	747,418	Personnel related expenses including registry nurses as needed, parking, relocation cost
	5004	X-Ray and EKG Services	30,000	Laboratory Service
	5005	Medication Supports	39,788	Client Medication
	5006	Food Service	313,389	Client Food Service
	5007	Laundry Service	35,340	Client Laundry Service
	5008	Medical Waste Disposal	12,139	Biohazard Cleaning Restoration and Disposal Services

6000: INDIRECT EXPENSES			844,717	
	6001	Administrative Overhead	-	
	6002	Professional Liability Insurance	-	
	6003	Accounting/Bookkeeping	1,000	Consulting Accounting Service
	6004	External Audit	-	
	6005	Insurance (Specify):	10,000	Professional Liability & Vehicle Service
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used	-	
	6008	Personnel (Indirect Salaries & Benefits)	-	
	6009	Indirect Costs	833,717	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS			18,483	
	7001	Computer Equipment & Software	8,483	Staff computer replacement
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
	7003	Furniture & Fixtures	10,000	Staff & Client Furniture replacement
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
	ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP
	8001	Mental Health Services	
	8002	Case Management	
	8003	Crisis Services	
	8004	Medication Support	
	8005	Collateral	
	8006	Plan Development	
	8007	Assessment	
	8008	Rehabilitation	
	8009	Other (Specify): PHF Bed Day	
	8010	Other (Specify)	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	6,459,801
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	6,459,801

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ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2025-26

PROGRAM EXPENSES				
1000: DIRECT SALARIES & BENEFITS				
Direct Employee Salaries				
Acct #	Administrative Position	FTE	Admin	Total
1101	Program Director	1.00	\$ 163,897	\$ 163,897
1102	Health Information Specialist	1.00	52,276	52,276
1103	Health Information Specialist (Supervisor)	0.50	31,820	31,820
1104	Program Support Assistant	1.05	47,730	47,730
1105	Peer Advocate	1.67	56,935	56,935
1106			-	-
1107			-	-
1108			-	-
1109			-	-
1110			-	-
1111			-	-
1112			-	-
1113			-	-
1114			-	-
1115			-	-
Direct Personnel Admin Salaries Subtotal		5.22	\$ 352,658	\$ 352,658
Acct #	Program Position	FTE	Admin	Total
1116	Recreational Therapist	1.00		\$ 81,596
1117	Social Services Coordinator	2.80		248,198
1118	Program Nurse (LVN/LPTN)	8.00		725,501
1119	Program Nurse (RN)	4.20		505,941
1120	Mental Health Worker	19.00		974,660
1121	Clinical Services Supervisor	1.00		109,273
1122				-
1123				-
1124				-
1125				-
1126				-
1127				-
1128				-
1129				-
1130				-
1131				-
1132				-
1133				-
1134				-
Direct Personnel Program Salaries Subtotal		36.00		\$ 2,645,169
				\$ 2,645,169
			Admin	Total
Direct Personnel Salaries Subtotal		41.22	\$ 352,658	\$ 2,997,827
Direct Employee Benefits				
Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 29,278	\$ -	\$ 29,278
1202	Worker's Compensation	117,113	-	117,113
1203	Health Insurance	210,803	-	210,803
1204	Other (specify)	29,278	-	29,278
1205	Other (specify)	-	-	-
1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 386,472	\$ -	\$ 386,472
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 181,525	\$ -	\$ 181,525
1302	FICA/MEDICARE	181,525	-	181,525
1303	SUI	99,546	-	99,546
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 462,596	\$ -	\$ 462,596
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 1,201,726	\$ 2,645,169	\$ 3,846,895

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	31%	69%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	23,110
2010	Utility Vouchers	-
2011	Program Supplies - Therapeutic	20,444
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 43,554

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 25,906
3002	Printing/Postage	550
3003	Office, Household & Program Supplies	77,811
3004	Advertising	-
3005	Staff Development & Training	5,132
3006	Staff Mileage	250
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Staff Orientation/Recruitment	6,417
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 116,066

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 16,046
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	789
4004	Rent/Lease Vehicles	-
4005	Security	311,002
4006	Utilities	79,059
4007	Janitorial	104,880
4008	Business Taxes/Lic Permits	133
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 511,909

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 16,326
5002	HMIS (Health Management Information System)	-
5003	Other - Contracted Services	747,418
5004	X-Ray and EKG Services	30,000
5005	Medication Supports	39,788
5006	Food Service	319,657
5007	Laundry Service	35,340
5008	Medical Waste Disposal	12,139
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,200,668

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -

	Administrative Overhead	
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	1,000
6004	External Audit	-
6005	Insurance (Specify):	10,000
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Indirect Costs	851,786
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 862,786

INDIRECT COST RATE	15.04%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,483
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	10,000
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 18,483

TOTAL PROGRAM EXPENSES	\$ 6,600,361
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify): PHF Bed Day	5,804	790.90	4,590,384
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		5,804		\$ 4,590,384
Estimated % of Clients who are Medi-Cal Beneficiaries				82%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				3,764,115
Federal Financial Participation (FFP) %			53%	1,994,981
MEDI-CAL FFP TOTAL				\$ 1,994,981

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

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 4,605,380
REALIGNMENT TOTAL		\$ 4,605,380

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

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 6,600,361
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ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2025-26

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Program Director		100.00
Health Information Specialist		100.00
Health Information Specialist (SUP)		100.00
Program Support Assistant		100.00
Peer Advocate		100.00
Total		500.00

Position	Contract #/Name/Department/County	FTE %
Recreational Therapist		100.00
Social Services Coordinator		100.00
LVN/LPTN		100.00
RN		100.00
Mental Health Worker		100.00
Clinical Services Supervisor		100.00
Total		600.00

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2025-26 Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS			3,846,895	
Administrative Positions			352,658	
	1101	Program Director	163,897	Administrative Services 1.00 FTE
	1102	Health Information Specialist	52,276	Administrative Services 1.00 FTE
	1103	Health Information Specialist (Supervisor)	31,820	Administrative Services 0.50 FTE
	1104	Program Support Assistant	47,730	Administrative Services 1.05 FTE
	1105	Peer Advocate	56,935	Administrative Services 1.67 FTE
	1106		-	
	1107		-	
	1108		-	
	1109		-	
	1110		-	
	1111		-	
	1112		-	
	1113		-	
	1114		-	
	1115		-	
Program Positions			2,645,169	
	1116	Recreational Therapist	81,596	Direct Services 1.00 FTE
	1117	Social Services Coordinator	248,198	Direct Services 2.80 FTE
	1118	LVN/LPTN	725,501	Direct Services 8.00 FTE
	1119	RN	505,941	Direct Services 4.20 FTE
	1120	Mental Health Worker	974,660	Direct Servies 19.00 FTE
	1121	Clinical Services Coordinator	109,273	Direct Services 1.00 FTE
	1122		-	
	1123		-	
	1124		-	
	1125		-	
	1126		-	
	1127		-	
	1128		-	
	1129		-	
	1130		-	
	1131		-	
	1132		-	
	1133		-	
	1134		-	
Direct Employee Benefits			386,472	
	1201	Retirement	29,278	
	1202	Worker's Compensation	117,113	
	1203	Health Insurance	210,803	
	1204	Other (specify)	29,278	
	1205	Other (specify)	-	
	1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:			462,596	
	1301	OASDI	181,525	
	1302	FICA/MEDICARE	181,525	
	1303	SUI	99,546	
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT			43,554	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	23,110	Medical and Covid Supplies
	2010	Utility Vouchers	-	
	2011	Program Supplies - Therapeutic	20,444	Games, TV services and activity supplies for Clients
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	
3000: DIRECT OPERATING EXPENSES			116,066	
	3001	Telecommunications	25,906	Phone and Internet usage for the program
	3002	Printing/Postage	550	Program related Postage & Delivery cost
	3003	Office, Household & Program Supplies	77,811	Office Supplies & Equipment
	3004	Advertising	-	
	3005	Staff Development & Training	5,132	On-going staff Training
	3006	Staff Mileage	250	Mileage, Parking and Travel Expense
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Staff Orientation/Recruitment	6,417	Staff Recruitment & Orientation
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	
4000: DIRECT FACILITIES & EQUIPMENT			511,909	
	4001	Building Maintenance	16,046	Building maintenance & repairs
	4002	Rent/Lease Building	-	
	4003	Rent/Lease Equipment	789	Misc Equip Cost
	4004	Rent/Lease Vehicles	-	
	4005	Security	311,002	Security Personnel
	4006	Utilities	79,059	Facility Utility cost
	4007	Janitorial	104,880	Facility Janitorial Services

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	4008	Business Taxes/Lic Permits	133	Annual Permits
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES			1,200,668	
	5001	Consultant (Network & Data Management)	16,326	Network & Data Management cost for IT firm support, network monitoring and offsite back-up for program IT system
	5002	HMIS (Health Management Information System)	-	
	5003	Other - Contracted Services	747,418	Personnel related expenses including registry nurses as needed, parking, relocation cost
	5004	X-Ray and EKG Services	30,000	Laboratory Service
	5005	Medication Supports	39,788	Client Medication
	5006	Food Service	319,657	Client Food Service
	5007	Laundry Service	35,340	Client Laundry Service
	5008	Medical Waste Disposal	12,139	Biohazard Cleaning Restoration and Disposal Services

6000: INDIRECT EXPENSES			862,786	
	6001	Administrative Overhead	-	
	6002	Professional Liability Insurance	-	
	6003	Accounting/Bookkeeping	1,000	Consulting Accounting Service
	6004	External Audit	-	
	6005	Insurance (Specify):	10,000	Professional Liability & Vehicle Service
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used	-	
	6008	Personnel (Indirect Salaries & Benefits)	-	
	6009	Indirect Costs	851,786	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS			18,483	
	7001	Computer Equipment & Software	8,483	Staff computer replacement
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
	7003	Furniture & Fixtures	10,000	Staff & Client Furniture replacement
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
	ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP
	8001	Mental Health Services	
	8002	Case Management	
	8003	Crisis Services	
	8004	Medication Support	
	8005	Collateral	
	8006	Plan Development	
	8007	Assessment	
	8008	Rehabilitation	
	8009	Other (Specify): PHF Bed Day	
	8010	Other (Specify)	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	6,600,361
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	6,600,361

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2026-27

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS				
Direct Employee Salaries				
Acct #	Administrative Position	FTE	Admin	Total
1101	Program Director	1.00	\$ 168,814	\$ 168,814
1102	Health Information Specialist	1.00	53,844	53,844
1103	Health Information Specialist (Supervisor)	0.50	32,776	32,776
1104	Program Support Assistant	1.05	49,162	49,162
1105	Peer Advocate	1.67	58,643	58,643
1106			-	-
1107			-	-
1108			-	-
1109			-	-
1110			-	-
1111			-	-
1112			-	-
1113			-	-
1114			-	-
1115			-	-
Direct Personnel Admin Salaries Subtotal		5.22	\$ 363,239	\$ 363,239
Acct #	Program Position	FTE	Admin	Total
1116	Recreational Therapist	1.00		\$ 84,044
1117	Social Services Coordinator	2.80		255,644
1118	Program Nurse (LVN/LPTN)	8.00		747,266
1119	Program Nurse (RN)	4.20		521,120
1120	Mental Health Worker	19.00		1,003,900
1121	Clinical Services Supervisor	1.00		112,551
1122				-
1123				-
1124				-
1125				-
1126				-
1127				-
1128				-
1129				-
1130				-
1131				-
1132				-
1133				-
1134				-
Direct Personnel Program Salaries Subtotal		36.00		\$ 2,724,525
				\$ 2,724,525
			Admin	Total
Direct Personnel Salaries Subtotal		41.22	\$ 363,239	\$ 3,087,764
Direct Employee Benefits				
Acct #	Description	Admin	Program	Total
1201	Retirement	\$ 30,157	\$ -	\$ 30,157
1202	Worker's Compensation	120,626	-	120,626
1203	Health Insurance	217,127	-	217,127
1204	Other (specify)	30,157	-	30,157
1205	Other (specify)	-	-	-
1206	Other (specify)	-	-	-
Direct Employee Benefits Subtotal:		\$ 398,067	\$ -	\$ 398,067
Direct Payroll Taxes & Expenses:				
Acct #	Description	Admin	Program	Total
1301	OASDI	\$ 186,971	\$ -	\$ 186,971
1302	FICA/MEDICARE	186,971	-	186,971
1303	SUI	102,532	-	102,532
1304	Other (specify)	-	-	-
1305	Other (specify)	-	-	-
1306	Other (specify)	-	-	-
Direct Payroll Taxes & Expenses Subtotal:		\$ 476,474	\$ -	\$ 476,474
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total
		\$ 1,237,780	\$ 2,724,525	\$ 3,962,305

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	31%	69%

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	23,572
2010	Utility Vouchers	-
2011	Program Supplies - Therapeutic	20,853
2012	Other (specify)	-
2013	Other (specify)	-
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 44,425

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3001	Telecommunications	\$ 26,425
3002	Printing/Postage	550
3003	Office, Household & Program Supplies	79,367
3004	Advertising	-
3005	Staff Development & Training	5,132
3006	Staff Mileage	250
3007	Subscriptions & Memberships	-
3008	Vehicle Maintenance	-
3009	Staff Orientation/Recruitment	6,417
3010	Other (specify)	-
3011	Other (specify)	-
3012	Other (specify)	-
DIRECT OPERATING EXPENSES TOTAL:		\$ 118,141

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
4001	Building Maintenance	\$ 16,046
4002	Rent/Lease Building	-
4003	Rent/Lease Equipment	789
4004	Rent/Lease Vehicles	-
4005	Security	311,002
4006	Utilities	79,059
4007	Janitorial	104,880
4008	Business Taxes/Lic Permits	133
4009	Other (specify)	-
4010	Other (specify)	-
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ 511,909

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Consultant (Network & Data Management)	\$ 16,326
5002	HMIS (Health Management Information System)	-
5003	Other - Contracted Services	747,418
5004	X-Ray and EKG Services	30,000
5005	Medication Supports	39,788
5006	Food Service	326,050
5007	Laundry Service	35,340
5008	Medical Waste Disposal	12,139
DIRECT SPECIAL EXPENSES TOTAL:		\$ 1,207,061

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -

Administrative Overhead		
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	1,000
6004	External Audit	-
6005	Insurance (Specify):	10,000
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Personnel (Indirect Salaries & Benefits)	-
6009	Indirect Costs	870,183
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
6013	Other (specify)	-
INDIRECT EXPENSES TOTAL		\$ 881,183

INDIRECT COST RATE	15.03%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
7001	Computer Equipment & Software	\$ 8,483
7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data	-
7003	Furniture & Fixtures	10,000
7004	Leasehold/Tenant/Building Improvements	-
7005	Other Assets over \$500 with Lifespan of 2 Years +	-
7006	Assets over \$5,000/unit (Specify)	-
7007	Other (specify)	-
7008	Other (specify)	-
FIXED ASSETS EXPENSES TOTAL		\$ 18,483

TOTAL PROGRAM EXPENSES	\$ 6,743,507
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PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
8001	Mental Health Services	0	-	\$ -
8002	Case Management	0	-	-
8003	Crisis Services	0	-	-
8004	Medication Support	0	-	-
8005	Collateral	0	-	-
8006	Plan Development	0	-	-
8007	Assessment	0	-	-
8008	Rehabilitation	0	-	-
8009	Other (Specify): PHF Bed Day	5,804	790.90	4,590,384
8010	Other (Specify)	0	-	-
Estimated Specialty Mental Health Services Billing Totals:		5,804		\$ 4,590,384
Estimated % of Clients who are Medi-Cal Beneficiaries				82%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				3,764,115
Federal Financial Participation (FFP) %			53%	1,994,981
MEDI-CAL FFP TOTAL				\$ 1,994,981

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

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 4,748,526
REALIGNMENT TOTAL		\$ 4,748,526

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

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

TOTAL PROGRAM FUNDING SOURCES:	\$ 6,743,507
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ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2026-27

PARTIAL FTE DETAIL

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

Position	Contract #/Name/Department/County	FTE %
Program Director		100.00
Health Information Specialist		100.00
Health Information Specialist (SUP)		100.00
Program Support Assistant		100.00
Peer Advocate		100.00
Total		500.00

Position	Contract #/Name/Department/County	FTE %
Recreational Therapist		100.00
Social Services Coordinator		100.00
LVN/LPTN		100.00
RN		100.00
Mental Health Worker		100.00
Clinical Services Supervisor		100.00
Total		600.00

ADULT PSYCHIATRIC HEALTH FACILITY (PHF)
Exodus Recovery, Inc.
Fiscal Year (FY) 2026-27 Budget Narrative

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS			3,962,305	
Administrative Positions			363,239	
	1101	Program Director	168,814	Administrative Services 1.00 FTE
	1102	Health Information Specialist	53,844	Administrative Services 1.00 FTE
	1103	Health Information Specialist (Supervisor)	32,776	Administrative Services 0.50 FTE
	1104	Program Support Assistant	49,162	Administrative Services 1.05 FTE
	1105	Peer Advocate	58,643	Administrative Services 1.67 FTE
	1106		-	
	1107		-	
	1108		-	
	1109		-	
	1110		-	
	1111		-	
	1112		-	
	1113		-	
	1114		-	
	1115		-	
Program Positions			2,724,525	
	1116	Recreational Therapist	84,044	Direct Services 1.00 FTE
	1117	Social Services Coordinator	255,644	Direct Services 2.80 FTE
	1118	LVN/LPTN	747,266	Direct Services 8.00 FTE
	1119	RN	521,120	Direct Services 4.20 FTE
	1120	Mental Health Worker	1,003,900	Direct Servies 19.00 FTE
	1121	Clinical Services Coordinator	112,551	Direct Services 1.00 FTE
	1122		-	
	1123		-	
	1124		-	
	1125		-	
	1126		-	
	1127		-	
	1128		-	
	1129		-	
	1130		-	
	1131		-	
	1132		-	
	1133		-	
	1134		-	
Direct Employee Benefits			398,067	
	1201	Retirement	30,157	
	1202	Worker's Compensation	120,626	
	1203	Health Insurance	217,127	
	1204	Other (specify)	30,157	
	1205	Other (specify)	-	
	1206	Other (specify)	-	
Direct Payroll Taxes & Expenses:			476,474	
	1301	OASDI	186,971	
	1302	FICA/MEDICARE	186,971	
	1303	SUI	102,532	
	1304	Other (specify)	-	
	1305	Other (specify)	-	
	1306	Other (specify)	-	
2000: DIRECT CLIENT SUPPORT			44,425	
	2001	Child Care	-	
	2002	Client Housing Support	-	
	2003	Client Transportation & Support	-	
	2004	Clothing, Food, & Hygiene	-	
	2005	Education Support	-	
	2006	Employment Support	-	
	2007	Household Items for Clients	-	
	2008	Medication Supports	-	
	2009	Program Supplies - Medical	23,572	Medical and Covid Supplies
	2010	Utility Vouchers	-	
	2011	Program Supplies - Therapeutic	20,853	Games, TV services and activity supplies for Clients
	2012	Other (specify)	-	
	2013	Other (specify)	-	
	2014	Other (specify)	-	
	2015	Other (specify)	-	
	2016	Other (specify)	-	
3000: DIRECT OPERATING EXPENSES			118,141	
	3001	Telecommunications	26,425	Phone and Internet usage for the program
	3002	Printing/Postage	550	Program related Postage & Delivery cost
	3003	Office, Household & Program Supplies	79,367	Office Supplies & Equipment
	3004	Advertising	-	
	3005	Staff Development & Training	5,132	On-going staff Training
	3006	Staff Mileage	250	Mileage, Parking and Travel Expense
	3007	Subscriptions & Memberships	-	
	3008	Vehicle Maintenance	-	
	3009	Staff Orientation/Recruitment	6,417	Staff Recruitment & Orientation
	3010	Other (specify)	-	
	3011	Other (specify)	-	
	3012	Other (specify)	-	
4000: DIRECT FACILITIES & EQUIPMENT			511,909	
	4001	Building Maintenance	16,046	Building maintenance & repairs
	4002	Rent/Lease Building	-	
	4003	Rent/Lease Equipment	789	Misc Equip Cost
	4004	Rent/Lease Vehicles	-	
	4005	Security	311,002	Security Personnel
	4006	Utilities	79,059	Facility Utility cost
	4007	Janitorial	104,880	Facility Janitorial Services

PROGRAM EXPENSE				
	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
	4008	Business Taxes/Lic Permits	133	Annual Permits
	4009	Other (specify)	-	
	4010	Other (specify)	-	

5000: DIRECT SPECIAL EXPENSES			1,207,061	
	5001	Consultant (Network & Data Management)	16,326	Network & Data Management cost for IT firm support, network monitoring and offsite back-up for program IT system
	5002	HMIS (Health Management Information System)	-	
	5003	Other - Contracted Services	747,418	Personnel related expenses including registry nurses as needed, parking, relocation cost
	5004	X-Ray and EKG Services	30,000	Laboratory Service
	5005	Medication Supports	39,788	Client Medication
	5006	Food Service	326,050	Client Food Service
	5007	Laundry Service	35,340	Client Laundry Service
	5008	Medical Waste Disposal	12,139	Biohazard Cleaning Restoration and Disposal Services

6000: INDIRECT EXPENSES			881,183	
	6001	Administrative Overhead	-	
	6002	Professional Liability Insurance	-	
	6003	Accounting/Bookkeeping	1,000	Consulting Accounting Service
	6004	External Audit	-	
	6005	Insurance (Specify):	10,000	Professional Liability & Vehicle Service
	6006	Payroll Services	-	
	6007	Depreciation (Provider-Owned Equipment to be Used	-	
	6008	Personnel (Indirect Salaries & Benefits)	-	
	6009	Indirect Costs	870,183	Expense provides corporate management, fiscal services, payroll, human resources, accounts payable and other administrative functions.
	6010	Other (specify)	-	
	6011	Other (specify)	-	
	6012	Other (specify)	-	
	6013	Other (specify)	-	

7000: DIRECT FIXED ASSETS			18,483	
	7001	Computer Equipment & Software	8,483	Staff computer replacement
	7002	Copiers, Cell Phones, Tablets, Devices to Contain HIPAA	-	
	7003	Furniture & Fixtures	10,000	Staff & Client Furniture replacement
	7004	Leasehold/Tenant/Building Improvements	-	
	7005	Other Assets over \$500 with Lifespan of 2 Years +	-	
	7006	Assets over \$5,000/unit (Specify)	-	
	7007	Other (specify)	-	
	7008	Other (specify)	-	

PROGRAM FUNDING SOURCES			
8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)			
	ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP
	8001	Mental Health Services	
	8002	Case Management	
	8003	Crisis Services	
	8004	Medication Support	
	8005	Collateral	
	8006	Plan Development	
	8007	Assessment	
	8008	Rehabilitation	
	8009	Other (Specify): PHF Bed Day	
	8010	Other (Specify)	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	6,743,507
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	6,743,507

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM
CONTRACTOR CODE OF CONDUCT AND ETHICS

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

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

Contractor and its employees and subcontractor shall:

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

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

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

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

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

For Individual Providers

Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature : _____ **Date :** ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: _____

Job Title (if different from Discipline): _____

Signature: _____ **Date:** ____/____/____

Documentation Standards for Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.

- Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
- Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
- Documentation will describe client's strengths in achieving client plan goals.
- Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
- Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
- Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
- A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
- For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
- Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
- A relevant mental status examination will be documented.
- A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.

2. Timeliness/Frequency Standard for Assessment

- An assessment will be completed at intake and updated as needed to document changes in the client's condition.
- Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans

1. Client plans will:

- have specific observable and/or specific quantifiable goals
- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by:
 - the person providing the service(s), or
 - a person representing a team or program providing services, or
 - a person representing the MHP providing services
 - when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
 - a physician
 - a licensed/ "waivered" psychologist
 - a licensed/ "associate" social worker
 - a licensed/ registered/marriage and family therapist or
 - a registered nurse
- In addition,
 - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.
 - client signature on the plan will be used as the means by which the CONTRACTOR(S) documents the participation of the client
 - when the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
 - The CONTRACTOR(S) will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually
- The CONTRACTOR(S) will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

C. Progress Notes

1. Items that must be contained in the client record related to the client's progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
- All entries will include the date services were provided
- The record will be legible
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

Progress notes shall be documented at the frequency by type of service indicated below:

A. Every Service Contact

- Mental Health Services
- Medication Support Services
- Crisis Intervention

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

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

2. PROFESSIONAL LICENSURE

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

3. CONFIDENTIALITY

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

4. NON-DISCRIMINATION

A. Eligibility for Services

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

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination,

upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

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

D. Nepotism

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

5. PATIENTS' RIGHTS

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

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

- C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.
 - D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - G. Policies and procedures are in place for dispensing, administering and storing medications.
11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Health Care Service's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Health Care Service's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three (3) years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

Fresno County Mental Health Plan Grievances and Appeals Process

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern. The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

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

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

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:

DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____

List key people involved. (witnesses, visitors, physicians, employees)

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* ☐ *inconsequential* ☐ *consequential* ☐ *death* ☐ *not applicable* ☐ *unknown* ☐

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

Vendor:				Contract#		Contact Person			Contact#				
Fixed Asset and Sensitive Item Tracking													
Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost	
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00	
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00	
Date Prepared:													
1													
2													
3													
4													
5													
6													
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20													
21													
22													

Example Example

23												
24												
25												

Date Received: _____

FI XED ASSET AND SENSI TI VE I TEM TRACKI NG

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

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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

The Case for the Enhanced National CLAS Standards

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

Health equity is the attainment of the highest level of health for all people (U.S. Department of Health and Human Services [HHS] Office of Minority Health, 2011). Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age (World Health Organization, 2012), such as socioeconomic status, education level, and the availability of health services (HHS Office of Disease Prevention and Health Promotion, 2010). Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion (LaVeist, Gaskin, & Richard, 2009). Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services (Beach et al., 2004; Goode, Dunne, & Bronheim, 2006). By providing a structure to implement culturally and linguistically appropriate services, the enhanced National CLAS Standards will improve an organization's ability to address health care disparities.

The enhanced National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities (HHS, 2011) and the National Stakeholder Strategy for Achieving Health Equity (HHS National Partnership for Action to End Health Disparities, 2011), which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country. Similar to these initiatives, the enhanced National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

Bibliography:

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

CULTURAL COMPETENCE FORM**Agency Name:** _____**Program Category:** _____

Identify the Agency's ability to apply language, gender, and culturally **specific** competencies to the **services** provided by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender, and/or Cultural Competence	Have staff 1	2	Name of Agency that you have an arrangement with to respond to these referrals
	Included in staffing work plan	Not included in staffing work plan. Explain below	
Spanish (Language)			
Vietnamese (Language)			
Other Language:			
LGBT Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Others:			

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

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

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

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

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

NAME	ADDRESS	EIN

B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☐ Corporation
 ☐ Unincorporated Associations ☐ Other (specify) _____

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

YES NO

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

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

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

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

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

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

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

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

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

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

Name of authorized representative (typed)	Title
Signature	Date

Remarks

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or
Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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