

FIRST AMENDMENT to FACILITY USE AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 22nd day of June, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and EXODUS FOUNDATION, INC, a non-profit California corporation, whose address is 9808 Venice Boulevard, Suite 700, Culver City, California 90232 (hereinafter "EXODUS").

WITNESSETH:

WHEREAS, COUNTY owns the building located at 4411 E. Kings Canyon, Fresno, CA 93702 (Building 319), Fresno, CA 93702 (hereinafter "Building"); and

WHEREAS, COUNTY entered into an agreement ("Exodus Recovery Agreement") with EXODUS' affiliate, Exodus Recovery, Inc. ("Exodus Recovery"), to operate an Adult Psychiatric Health Facility at the Building; and

WHEREAS, at the time COUNTY entered into the Exodus Recovery Agreement, the Board of Supervisors of COUNTY, pursuant to Government Code section 26227, found that the operation of an Adult Psychiatric Health Facility providing psychiatric health services for adults was necessary to meet the social needs of the population of the County of Fresno, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, and education; and, is serving a public purpose, and was, to wit, a necessary mental health program that will meet the health needs of Fresno County and was in the public interest and found that the Building would not be needed for COUNTY purposes and the Building would be used to carry out the provision of psychiatric health services for adults of the County of Fresno by EXODUS' affiliate, Exodus Recovery; and

WHEREAS, the COUNTY and EXODUS entered into a Facility Use Agreement (County Agreement No. 15-595) to allow for and ensure the ongoing provision of psychiatric health services for adults at the Building by EXODUS', Exodus Recovery; and

WHEREAS, the COUNTY and EXODUS' affiliate, Exodus Recovery, have reached agreement to extend the term of the Exodus Recovery Agreement for an additional year; and

WHEREAS, the COUNTY and EXODUS desire to extend the term of the Facility Use Agreement (County Agreement No. 15-595) to extend the term for an additional year to be co-

1 terminous with the Exodus Recovery Agreement to allow for and ensure the ongoing provision of
2 psychiatric health services for adults at the Building by EXODUS' affiliate, Exodus Recovery; and

3 WHEREAS, the Board of Supervisors of COUNTY, pursuant to Government Code section
4 26227 hereby finds that the operation of an Adult Psychiatric Health Facility providing psychiatric
5 health services for adults continues to be necessary to meet the social needs of the population of the
6 County of Fresno, including but not limited to, the areas of health, law enforcement, public safety,
7 rehabilitation, welfare, and education; and, is serving a public purpose, and is, to wit, a necessary
8 mental health program that will meet the health needs of Fresno County and is in the public interest
9 and finds that the Building will not be needed for COUNTY purposes and the Building will be used to
10 carry out the provision of psychiatric health services for adults of the County of Fresno by EXODUS'
11 affiliate, Exodus Recovery for an additional one year period; and

12 WHEREAS, EXODUS represents and covenants that it is a duly organized and existing
13 nonprofit corporation under the laws of the State of Nevada and that it is tax-exempt under Internal
14 Revenue Code section 501(c)(3).

15 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which
16 is hereby acknowledged, COUNTY and EXODUS agree as follows:

17 1. That the existing COUNTY Agreement No. 15-595, Section Two (2) "TERM AND
18 TERMINATION", Page Two (2), Line Ten (10), beginning with the word "TERM" and ending on Page
19 Two (2), Line Eighteen (18) with the number "2021" be deleted and the following inserted in its place:

20 "TERM AND TERMINATION: The initial term of this AGREEMENT shall be for the
21 period January 1, 2016 through June 30, 2016 (hereinafter "Initial Term"). After the Initial Term, this
22 AGREEMENT will renew automatically for three (3) years, July 1, 2016 through June 30, 2019, upon
23 the same terms and conditions herein. Beginning July 1, 2019, this AGREEMENT will renew
24 automatically for three (3) consecutive one-year periods, upon the same terms and conditions herein.
25 Automatic renewal will occur unless either Party provides sixty (60) days written notice of non-renewal
26 prior to the end of the Initial Term or the then current renewal term of this AGREEMENT. In no event
27 shall the term of this AGREEMENT extend beyond June 30, 2022."

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1 2. That the existing COUNTY Agreement No. 15-595, Section Ten (10) "HOLD
2 HARMLESS", Page Five (5), Line Twenty One (21), beginning with the number "10." and ending on
3 Page Six (6), Line Two (2) with the word "invitees" be deleted and the following inserted in its place:

4 "10. HOLD HARMLESS - EXODUS agrees to indemnify, save, hold harmless, and at
5 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
6 and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring
7 or resulting to COUNTY in connection with the performance, or failure to perform, by EXODUS, its
8 officers, agents, employees, or subcontractors under this Agreement, and from any and all costs and
9 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
10 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or
11 failure to perform, of EXODUS, its officers, agents, or employees under this Agreement.

12 The parties acknowledge that as between COUNTY and EXODUS, each is responsible
13 for the negligence of its own employees and invitees."

14 3. That the existing COUNTY Agreement No. 15-595, Section Twelve (12)
15 "INSURANCE", Page Six (6), Line Seven (7), beginning with the number "12." and ending on Page
16 Eight (8), Line Ten (10) with the word "insurance" be deleted and the following inserted in its place:

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

- 21 a. Commercial General Liability - Commercial General Liability Insurance with
22 limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an
23 annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued
24 on a per occurrence basis. COUNTY may require specific coverages including
25 completed operations, products liability, contractual liability, Explosion-Collapse-
26 Underground, fire legal liability or any other liability insurance deemed necessary
27 because of the nature of this contract.

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- 1 b. Property Insurance – Against all risk of loss to COUNTY property, at full
2 replacement cost with no coinsurance penalty provision, naming COUNTY as an
3 additional loss payee.
- 4 c. Automobile Liability - Comprehensive Automobile Liability Insurance with limits
5 of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury
6 and for property damages. Coverage should include any auto used in connection
7 with this Agreement.
- 8 d. Worker's Compensation – A policy of Worker's Compensation Insurance may be
9 required by the California Labor Code.
- 10 e. Professional Liability Insurance – If EXODUS employs licensed professional
11 staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional
12 Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00)
13 per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. EXODUS
14 agrees that it shall maintain, at its sole expense, in full force and effect for a period
15 of three (3) years following the termination of this Agreement, one or more policies
16 of professional liability insurance with limits of coverage as specific herein.
- 17 f. Molestation - Sexual abuse / molestation liability insurance with limits of not less
18 than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars
19 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence
20 basis.
- 21 g. Cyber Liability - Cyber liability Insurance with limits not less than \$2,000,000 per
22 occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to
23 respond to the duties and obligations as is undertaken by Vendor in this agreement
24 and shall include, but not be limited to, claims involving infringement of intellectual
25 property, including but not limited to infringement of copyright, trademark, trade
26 dress, invasion of privacy violations, information theft, damage to or destruction of
27 electronic information, release of private information, alteration of electronic
28 information, extortion and network security. The policy shall provide coverage for

1 breach response costs as well as regulatory fines and penalties as well as credit
2 monitoring expenses with limits sufficient to respond to these obligations.

3 EXODUS shall obtain endorsements to the Commercial General Liability insurance
4 naming the County of Fresno (hereinafter "County"), its officers, agents, and employees, individually
5 and collectively, as additional insured, but only insofar as the operations under this AGREEMENT are
6 concerned. Such coverage for additional insured shall apply as primary insurance and any other
7 insurance, or self-insurance, maintained by, County, its officers, agents, and employees shall be
8 excess only and not contributing with insurance provided under EXODUS' policies herein. This
9 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written
10 notice given to County.

11 Additional Requirements Relating to Insurance

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

17 Within (30) days from date EXODUS executes this AGREEMENT, EXODUS shall
18 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
19 required herein, to the County of Fresno, Attn: ISD Lease Services (FL-125), 2220 Tulare Street, 21st
20 Floor, Room 2101, Fresno, CA 93721-2106, stating that such insurance coverages have been
21 obtained and are in full force; that the County, its officers, agents and employees will not be
22 responsible for any premiums on the policies; that such Commercial General Liability insurance names
23 the County, its officers, agents, and employees, individually and collectively, as additional insured, but
24 only insofar as the operations under this AGREEMENT are concerned; that such coverage for
25 additional insured shall apply as primary insurance and any other insurance, or self- insurance shall
26 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
27 County.

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

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

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

- 10 a. Commercial General liability insurance with limits of not less than One Million Dollars
11 (\$1,000,000) per occurrence and an annual aggregate of not less than Two Million
12 Dollars (\$2,000,000). This policy shall be issued on an occurrence basis.
- 13 b. All-Risk property insurance.”

14 4. That all references in COUNTY Agreement No. 15-595 to Exhibit B be changed to read
15 “Revised Exhibit B”, attached hereto and incorporated herein by this reference.

16 5. The parties agree that this Amendment may be executed by electronic signature as
17 provided in this section. An “electronic signature” means any symbol or process intended by an
18 individual signing this Amendment to represent their signature, including but not limited to (1) a digital
19 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and
20 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
21 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten
22 signature of the person signing this Amendment for all purposes, including but not limited to
23 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as
24 the valid original handwritten signature of that person. The provisions of this section satisfy the
25 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
26 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
27 signature represents that it has undertaken and satisfied the requirements of Government Code
28 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely

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

4 6. COUNTY and EXODUS agree that this Amendment is sufficient to amend the
5 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
6 shall be considered the Agreement.

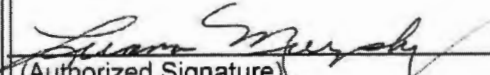
7 7. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
8 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
9 in full force and effect.

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

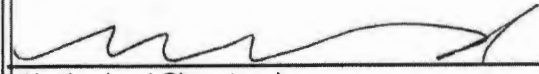
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4 **EXODUS**

COUNTY OF FRESNO

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6 
(Authorized Signature)


Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

7 Luana Murphy, President/CEO
8 Print Name & Title

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11 
(Authorized Signature)

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

12 LeeAnn Skorohod, Secretary/COO
13 Print Name & Title

14 By: 
Deputy

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19 **FOR ACCOUNTING USE ONLY:**

20 Fund: 0001
21 Subclass: 10000
22 ORG: 56302490
23 Account: 7295

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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: October 1, 2015 – June 30, 2016, (start up and implementation period) followed by a three (3) year base contract and an option for two (2) twelve (12) month renewals and an additional one year renewal

CONTRACT AMOUNT:	\$2,048,296	October 1, 2015 through June 30, 2016
	\$3,698,759	FY 2016-17
	\$3,810,886	FY 2017-18
	\$4,291,345	FY 2018-19
	\$4,397,877	FY 2019-20
	\$4,902,954	FY 2020-21
	\$4,925,120	FY 2021-22

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 male and female clients, who are eighteen (18) years and older, who may be admitted on a voluntary or involuntary basis. These clients will include Medi-Cal beneficiaries; Medicare and Medicare/Medi-Cal beneficiaries; indigent/uninsured clients' and jail inmates who are referred by the Department of Behavioral Health (DBH), a contract provider with the DBH, hospital emergency departments, other COUNTY departments and other agencies to the PHF. Jail inmates brought to the PHF will continue to be transported and supervised by the Sheriff's correctional staff.

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 such Conservatee's court proceeding is completed. CONTRACTOR shall work with the DBH Client 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 clients where there are indicators of an acute medical condition as determined by a medical screening. However, in the event a referred client is known to possess a contagious medical condition, said client 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 clients' acute psychiatric disorders and prepare clients to successfully use a less restrictive level of care.
2. A clinical program which has appropriate professional staffing on a twenty-four (24) hours/seven (7) days a week (24/7) basis.
3. In general, client admissions are executed any time during operating hours (24/7) when there are PHF beds available. Discharges are generally executed before 9:00pm each day of the week.
4. Provide a safe, secure environment for clients that encourage wellness and recovery.
5. Provides for a comprehensive multi-disciplinary evaluation and treatment plan.
6. Provides dietary services.
7. Admission procedures for clients, 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 or by local law enforcement agencies or by licensed medical/mental health professionals certified by the County 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 Program
 - 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 to clients at discharge as well as make any other necessary arrangements to ensure the client's well-being.
9. Provide an intensive treatment program which has individualized treatment plans.
10. Stabilize clients as soon as possible in order to assist them in their recovery from mental illness.
11. Effectively partner with other programs in accepting COUNTY clients for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to insure appropriate ongoing outpatient specialty mental health treatment services are provided.
12. Identify COUNTY clients with frequent admissions during the fiscal year and develop strategies with other 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 clients to be discharged to the most appropriate level of care.
14. Work effectively with the legal system to provide temporary conservatorship if necessary and appropriate for clients who require additional inpatient care.
15. Ancillary Services – CONTRACTOR shall provide the following:
 - a. Provide services to clients who are designated to be incompetent to stand trial in order to allow clients to stand trial.
 - b. CONTRACTOR's psychiatrist staff shall provide court testimony, written reports, and documentation relevant to the PHF clients 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 client 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. The 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 client care or perform coding/billing functions, must meet the requirements of the FCMHP Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and 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 can) 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.
- 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 California Code of Regulations.

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

- a. The CONTRACTOR shall develop and implement a medical record 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. Fresno County has an electronic medical record system and the expectation is that the CONTRACTOR will participate in this record keeping system.
- 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 client 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 California Code of Regulations. 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, will 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 client education activities, wellness and recovery focused treatment, family therapy, scheduled community meetings, recreational and exercise programs. The treatment team is expected to schedule client's participation activities tailored to each client's individual needs.
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 mental health clients with an acute psychiatric disorder. CONTRACTOR shall utilize cost containment strategies for the provision of stock and prescription medications to clients (i.e., use of prescription assistance program, contracting with a pharmaceutical benefits management company, etc.).
24. CONTRACTOR shall use the Department's current medication formulary for consistency purposes in the event that clients are discharged from the PHF and potentially linked to other outpatient programs within the Department. In addition, the CONTRACTOR shall execute a contract with a pharmaceutical benefit management (PBM) company or pharmacy. The CONTRACTOR will not use, or be a part of, the Department'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 clients 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 client.

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 consumers, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with these requirements.
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 client 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 client 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 Cultural Competency Committee 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. The CONTRACTOR shall evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.
9. Ensure that an assessment of a client'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 clients' complaints and grievances, results from client 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 Compliance, Billing and Documentation training.
3. Attend County's 5150 certification training.
4. Attend other required trainings provided by the COUNTY.

VI. PROGRAM OUTCOMES:

The 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. The CONTRACTOR will utilize computerize tracking system with which outcome measure and other relevant client data, such as demographics, will be maintained.

1. Behavioral Health Integrated Access – The time between client 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 our clients. Client 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 cultural 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 frame work of 'Levels' of care where a client'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 clients we serve. 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, regularity 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 readmission of clients 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 patients 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 devises that restrict freedom of movement of the body.

11. Hours of Seclusion Use - Total hours all patients spent in seclusion as a proportion of total inpatient hours. Seclusion is defined as restricted alone to a room or area where the patient is not allowed to leave without the permission of staff.
12. Discharge on Multiple Antipsychotic Medications - Percent of patients discharged on two or more antipsychotic medications as a proportion of patients discharged on one 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 patients discharged on multiple antipsychotic medications with appropriate justification as a proportion of patients discharged on two or more antipsychotic medications. Appropriate justifications are limited to augmentation of clozapine, tapering to monotherapy, and history of at least three failed trials of monotherapy.
14. Continuing Care Plan Created - Percent of patients 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 patients discharged with a complete continuing care plan (defined in #14) 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 clients and program.
17. COUNTY DBH may adjust the outcome measurements needed under this program periodically, so as to best measure the success of clients 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 the vendor 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 vendor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
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 vendor(s):
 - 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.