

LICENSE AGREEMENT

This License Agreement (“Agreement”) is dated February 10, 2026 and is between Central Star Behavioral Health, Inc., a for-profit corporation, whose principal place of business is located at 1501 Hughes Way, Suite 150, Long Beach, CA, 90810 (“Licensee”) and the County of Fresno, a political subdivision of the State of California (“County”). County and Licensee are collectively referred to herein as “the Parties”.

Recitals

A. County owns the building located at 496 S. Barton, Fresno, CA 93702 (“Building”); and

B. County has reached agreement with Licensee to operate a Crisis Residential Treatment (CRT) Facility at the Building; and

C. County finds that the operation of a CRT Facility providing crisis residential health services is a necessary mental health program that will meet the health needs of County and is in the public interest.

D. Pursuant to Government Code section 26227, County finds that the crisis residential treatment services to be provided by Licensee will not substantially conflict or interfere with the use of the Building by the County and desires to enter into this Agreement with Licensee to allow for and ensure the ongoing provision of crisis residential treatment services at the Building by Licensee; and

E. Licensee represents and covenants that it is a duly organized and existing Internal Revenue Code section 501(c)(3) corporation.

The parties therefore agree as follows:

Article 1

Scope of Services

1.1 **Scope of Services.** The Licensee shall perform all of the services provided in Exhibit A to this agreement, entitled “Fresno County Department of Behavioral Health Scope of Work”.

1.2 **Licensee Requirements.** The Licensee shall comply with all requirements provided in Exhibit B to this agreement, entitled “County of Fresno Licensee Requirements”.

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1 1.3 **Representation.** The Licensee represents that it is qualified, ready, willing, and able
2 to perform all of the services provided in this Agreement.

3 1.4 **Compliance with Laws.** The Licensee shall, at its own cost, comply with all
4 applicable federal, state, and local laws and regulations in the performance of its obligations
5 under this Agreement, including but not limited to workers compensation, labor, and
6 confidentiality laws and regulations.

7 **Article 2**

8 **Consideration**

9 2.1 Licensee shall pay to County zero dollars (\$0) in compensation for this Agreement.
10 County agrees that the services provided by Licensee are adequate consideration for use of
11 the Premises. These services are set forth in Licensee's Scope of Work, attached as Exhibit A,
12 and incorporated by this reference. Such consideration, in addition to the mutual promises and
13 covenants made herein by the Parties, is deemed by the Parties to be sufficient consideration
14 for use of the Premises.

15 **Article 3**

16 **Term of Agreement**

17 3.1 **Term.** This Agreement is effective on March 1, 2026 and terminates on June 30,
18 2028 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
19 below.

20 3.2 **Extension.** The term of this Agreement may be extended for no more than two (2),
21 one-year periods only upon written approval of both parties at least thirty (30) days before the
22 first day of the next one-year extension period. The County's Department of Behavioral Health
23 Director or his or her designee is authorized to sign the written approval on behalf of the County
24 based on the Licensee's satisfactory performance. The extension of this Agreement by the
25 County is not a waiver or compromise of any default or breach of this Agreement by the
26 Licensee existing at the time of the extension whether or not known to the County.

Article 4

Notices

4.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Director, Department of General Services
333 W. Pontiac Way
Clovis, CA 93612
Facsimile: (559) 600-5927

For the Licensee:

President/CEO
Central Star Behavior Health, Inc.
1501 Hughes Way, Suite 150
Long Beach, CA 90810
Fax: (310) 221-6350

4.2 **Change of Contact Information.** Either party may change the information in section 4.1 by giving notice as provided in section 4.3.

4.3 **Method of Delivery.** Each notice between the County and the Licensee provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three (3) County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one (1) County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is

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1 deemed to be effective at the next beginning of a County business day), provided that
2 the sender maintains a machine record of the completed transmission.

3 4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
4 nothing in this Agreement establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
6 of Title 1 of the Government Code, beginning with section 810).

7 **Article 5**

8 **Termination and Suspension**

9 5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
12 Licensee, may:

- 13 (A) Modify the services provided by the Licensee under this Agreement; or
14 (B) Terminate this Agreement.

15 5.2 **Termination for Breach.**

16 (A) Upon determining that a breach (as defined in paragraph (C) below) has
17 occurred, the County may give written notice of the breach to the Licensee. The written
18 notice may suspend performance under this Agreement and must provide at least thirty
19 (30) days for the Licensee to cure the breach.

20 (B) If the Licensee fails to cure the breach to the County's satisfaction within the time
21 stated in the written notice, the County may terminate this Agreement immediately.

22 (C) For purposes of this section, a breach occurs when, in the determination of the
23 County, the Licensee has:

- 24 (1) Failed to comply with any part of this Agreement;
25 (2) Submitted a substantially incorrect or incomplete report to the County; or
26 (3) Improperly performed any of its obligations under this Agreement.

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1 Licensee shall save the County harmless from all matters relating to the payment of Licensee's
2 employees, including compliance with Social Security withholding and all related regulations.

3 6.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Licensee may provide services to others unrelated to the County.

5 **Article 7**

6 **Indemnity and Defense**

7 7.1 **Indemnity.** The Licensee shall indemnify and hold harmless and defend the County
8 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
9 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
10 any kind to the County, the Licensee, or any third party that arise from or relate to the
11 performance or failure to perform by the Licensee (or any of its officers, agents, subcontractors,
12 or employees) under this Agreement. The County may conduct or participate in its own
13 defense without affecting the Licensee's obligation to indemnify and hold harmless or defend
14 the County.

15 7.2 **Survival.** This Article 7 survives the termination of this Agreement.

16 **Article 8**

17 **Insurance**

18 8.1 The Licensee shall comply with all the insurance requirements in Exhibit C to this
19 Agreement.

20 **Article 9**

21 **Data Security**

22 9.1 Licensee shall be responsible for the privacy and security safeguards, as identified in
23 Exhibit D to this Agreement, titled "Data Security." To the extent required to carry out the
24 assessment and authorization process and continuous monitoring, to safeguard against threats
25 and hazards to the security, integrity, and confidentiality of any County data collected and stored
26 by the Licensee, the Licensee shall afford the County access as necessary at the Licensee's
27 reasonable discretion, to the Licensee's facilities, installations, and technical capabilities. If new
28 or unanticipated threats or hazards are discovered by either the County or the Licensee, or if

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1 existing safeguards have ceased to function, the discoverer shall immediately bring the situation
2 to the attention of the other party.

3 **Article 10**

4 **Disclosure of Self-Dealing Transactions**

5 10.1 **Applicability.** This Article 10 applies if the Licensee is operating as a corporation, or
6 changes its status to operate as a corporation.

7 10.2 **Duty to Disclose.** If any member of the Licensee's board of directors is party to a
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
9 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
10 County before commencing the transaction or immediately after.

11 10.3 **Definition.** "Self-dealing transaction" means a transaction to which the Licensee is a
12 party and in which one or more of its directors, as an individual, has a material financial interest.

13 **Article 11**

14 **General Terms**

15 11.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this
16 Agreement may not be modified, and no waiver is effective, except by written agreement signed
17 by both parties. The Licensee acknowledges that County employees have no authority to modify
18 this Agreement except as expressly provided in this Agreement.

19 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
20 under this Agreement without the prior written consent of the other party.

21 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
22 or related to this Agreement.

23 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
24 County, California. Licensee consents to California jurisdiction for actions arising from or related
25 to this Agreement, and, subject to the Government Claims Act, all such actions must be brought
26 and maintained in Fresno County.

27 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
28 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

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1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 11.6 **Contingency of Professional Services Agreement.** The Parties agree that
4 execution of this License is contingent upon execution of the Professional Services Agreement
5 (“PSA”), and it is the intent of the Parties that this License and the PSA be executed
6 simultaneously. In the event the Parties cannot execute this License and the PSA
7 simultaneously, then this License and the PSA shall be void and unenforceable, and the Parties
8 shall be released from any and all liabilities and obligations hereunder and thereunder, unless
9 this License and the PSA are executed within five (5) days of the execution of the other. This
10 License Agreement shall only be in effect if the PSA is in effect; should the PSA terminate, this
11 License Agreement also shall terminate.

12 11.7 **Days.** Unless otherwise specified, “days” means calendar days.

13 11.8 **Headings.** The headings and section titles in this Agreement are for convenience
14 only and are not part of this Agreement.

15 11.9 **Severability.** If anything in this Agreement is found by a court of competent
16 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
17 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
18 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
19 intent.

20 11.10 **Nondiscrimination.** During the performance of this Agreement, the Licensee shall
21 not unlawfully discriminate against any employee or applicant for employment, or recipient of
22 services, because of race, religious creed, color, national origin, ancestry, physical disability,
23 mental disability, medical condition, genetic information, marital status, sex, gender, gender
24 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
25 all applicable State of California and federal statutes and regulation.

26 Licensee shall take affirmative action to ensure that services to intended Medi-Cal
27 beneficiaries are provided without use of any policy or practice that has the effect of
28 discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic

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1 group identification, sex, sexual orientation, gender, gender identity, age, medical condition,
2 genetic information, health status or need for health care services, or mental or physical
3 disability.

4 11.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
5 of the Licensee under this Agreement on any one or more occasions is not a waiver of
6 performance of any continuing or other obligation of the Licensee and does not prohibit
7 enforcement by the County of any obligation on any other occasion.

8 11.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
9 between the Licensee and the County with respect to the subject matter of this Agreement, and
10 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
11 publications, and understandings of any nature unless those things are expressly included in
12 this Agreement. If there is any inconsistency between the terms of this Agreement without its
13 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
14 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
15 exhibits.

16 11.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
17 create any rights or obligations for any person or entity except for the parties.

18 11.14 **Authorized Signature.** The Licensee represents and warrants to the County that:

19 (A) The Licensee is duly authorized and empowered to sign and perform its
20 obligations under this Agreement.

21 (B) The individual signing this Agreement on behalf of the Licensee is duly
22 authorized to do so and his or her signature on this Agreement legally binds the
23 Licensee to the terms of this Agreement.

24 11.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
25 electronic signature as provided in this section.

26 (A) An "electronic signature" means any symbol or process intended by an individual
27 signing this Agreement to represent their signature, including but not limited to (1) a
28 digital signature; (2) a faxed version of an original handwritten signature; or (3) an

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1 electronically scanned and transmitted (for example by PDF document) version of an
2 original handwritten signature.

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

8 (C) The provisions of this section satisfy the requirements of Civil Code section
9 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
10 Part 2, Title 2.5, beginning with section 1633.1).

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

15 (E) This Agreement is not conditioned upon the parties conducting the transactions
16 under it by electronic means and either party may sign this Agreement with an original
17 handwritten signature.

18 11.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
19 original, and all of which together constitute this Agreement.

20 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

LESSOR
Central Star Behavioral Health, Inc.

LESSEE
COUNTY OF FRESNO

Kent Dunlap

Garry Bredefeld

Kent Dunlap
Chief Executive Officer

Garry Bredefeld
Chairman of the Board of Supervisors of the
County of Fresno

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

Alexandra Vain

Deputy

Mailing Address:
1501 Hughes Way, Suite 150 Long Beach, CA 90810
Facsimile: (310) 221-6350

For accounting use only:
Org No.: 56302112
Account No.: 7294
Fund No.: 0001
Subclass No.: 10000

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCOPE OF WORK

I. PROGRAM NAME

Crisis Residential Treatment (CRT) Facility

II. BACKGROUND

A CRT is a critical component in providing a coordinated, seamless system of care including the crisis service continuum for adults within Fresno County. The CRT was established in 2017.

III. TARGET POPULATION

The target population shall include adults between 18 to 59 years old who meet specialty mental health criteria for CRT.

When evaluating referrals for admission to the CRT program, positive drug screens may be included but should not prohibit admission. Referrals that have a positive drug screen will be evaluated on a case-by-case basis including, but not limited to, reviewing level of impairment and the time of positive drug screen. Admissions will be according to medical necessity.

IV. DESCRIPTION OF SERVICES

- a. Services Start Date: March 1, 2026
- b. Summary of Services

Services shall be provided in accordance with CCR Title 9 Section 1810.205 Crisis Residential Treatment Service.

i. Crisis Residential Treatment Service Requirements

- 1. Crisis Residential Treatment Services shall have a clearly established certified site for services although all services need not be delivered at that site. Services shall not be claimable unless there is face-to-face contact between the person served and a treatment staff person of the facility on the day of service and the beneficiary has been admitted to the program.
- 2. Program shall have written procedures for accessing emergency psychiatric and health services on a 24-hour basis.

ii. Services: Contractor shall provide a structured day and evening services seven (7) days a week. Services in all programs shall include, but not be limited to:

- 1. Behavioral health services, including:
 - a. Assessment
 - b. Care planning/Goal setting

- c. Psychiatry/Medication Support
 - d. Individual/Family therapy
 - e. Group therapy
 - f. Targeted Case Management
 - g. Peer Support Services
 - h. Rehabilitation
 - i. Linkage to additional services and supports including medication services
 - j. Hospitalization/Post Hospitalization Support
 - k. Crisis Intervention
2. Planned activities;
 3. Development of community support systems for persons served to maximize their utilization of non-mental health community resources;
 4. Pre-vocational or vocational counseling, including, but are not limited to job search assistance, resume building, interview skills training, and transportation support for job interviews.
 5. Person served advocacy, including assisting persons served to develop their own advocacy skills;
 6. An activity program that encourages socialization within the program and general community, and which links the person served to resources which are available after leaving the program; and;
 7. Use of the residential environment to assist persons served in the acquisition, testing, and/or refinement of community living and interpersonal skills
 8. Contractor shall adhere to requirements set forth in Chapter 2, Division 6 of Title 22 of the CCR.
 9. Medical Requirements
 - a. Contractor shall have written medical and psychiatric policies and procedures including but not limited to:
 - i. A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;
 - ii. Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.
 - iii. The screening for medical complications shall occur within 30 calendar days prior to or after admission.
 - iv. If a Person Served refuses a screening for medical complications, the program shall document the refusal in the consumer case record.
 - v. Person Served education, provided by licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the

goal of consumer becoming responsible for their own medication;

- vi. Entries in Persons Served case records indicating all prescribed and non-prescribed medications;
- vii. Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;
- viii. Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and,
- ix. Encouragement to Person Served, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing, and safeguarding all of their medications

10. Treatment/Rehabilitation Plan and Document Requirements

- a. Contractor shall ensure treatment/rehabilitation plan and discharge summaries are developed with the person served' s involvement.
- b. Contractor shall ensure an admission agreement is signed by person served or an authorized representative and program representative, describing the services to be provided and expectations and rights of the person served regarding house rules, involvement in the program and applicable fees.
- c. Contractor shall ensure a written assessment is completed on admission for each person served which includes at least the following:
 - i. Health and psychiatric histories;
 - ii. Psychosocial skills;
 - iii. Social support skills;
 - iv. Current psychological, educational, vocational, and other functional limitations;
 - v. Medical needs, as reported; and,
 - vi. Meal planning, shopping, and budgeting skills.
- d. Contractor shall ensure a written treatment/rehabilitation plan specifying goals, objectives, responsibilities. The plan shall meet contain at least the following:
 - i. Statement of specific treatment needs and goals.
 - ii. Description of specific services to address identified treatment needs.
 - iii. Reviews by staff and persons served at least weekly
- e. If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the person served' s case record of communication between all persons responsible for the treatment/rehabilitation plan.

- i. Contractor shall make arrangements for the outside agency services.

11. Contractor shall ensure written discharges summaries are prepared which outline services provided, goals accomplished, reason and plan for discharge, and referral follow up plans. Warm handoffs are required to assist in the transition of care.

iii. Additional Program Standards

1. Contractor shall ensure the following below:

- a. Ensure staff who complete the admission assessment, treatment/rehabilitation plan and discharge summaries meet the training requirements set forth in 9 CCR § 532.2.
- b. Have written policies and procedures for admission and discharge criteria including the exclusionary criteria and new person served orientation.
- c. Ensure person served shall be involved, depending on capability, in the operation of the household including rule development, monitoring of house rules, and daily operation.
- d. Ensure program has written procedures for accessing emergency psychiatric and health services on a 24-hour basis.
- e. Submit daily census report per format requested by the County

c. Location of Services:

- i. Contractor shall operate the CRT located at 496 S Barton Ave., Fresno CA 93702, which is a building owned by the County of Fresno, pursuant to a separate lease agreement between County and Contractor.

d. Facility:

- i. It is acknowledged by all parties hereto that County's DBH shall be responsible for County DBH-approved improvements to the facility. Payments for County DBH-approved improvements to the facility shall be funded by the County's DBH. Said improvements shall be at the discretion of the County's DBH Director or designee. Improvements stated herein shall mean improvements to the facility designed to assist with the operation of the CRT.
- ii. It is acknowledged by all parties hereto that building maintenance and utilities for the CRT shall be provided by County and County will invoice Contractor for said services.
- iii. Contractor shall work with County and DBH Facilities Unit to ensure the site meets and maintains physical plant requirements for a CRT under CCR Title 22, Division 5, Chapter 9, Article 5 and applicable Health and Safety Codes.

- iv. The DBH Facilities Unit shall be available to address building maintenance requests from Monday through Friday, 8 AM through 5 PM. After-hours or emergency facility requests will be processed by the County Internal Services Department (ISD) Facility Services.
- e. Certification and Licensure
 - i. Contractor shall be certified as a Social Rehabilitation Program (Short-term Crisis Residential Treatment Program) by the State Department of Mental Health in accordance with the California Code of Regulations (CCR), Chapter 3, Division 1 of Title 9. Facility capacity shall be limited to a maximum of 16 beds.
 - ii. In addition to Social Rehabilitation Program certification, Contractor shall be licensed as a Social Rehabilitation Facility or Community Care Facility by the State Department of Social Services in accordance with Chapters 1 and 2, Division 6, of Title 22 or authorized to operate as a Mental Health Rehabilitation Center by the Department in accordance with Chapter 3.5, Division 1, of Title 9, beginning with Section 51000.
- f. Hours of Operation:
 - i. The CRT shall be operated 24 hours per day, seven (7) days per week.
- g. Schedule of Services:
 - i. The schedule shall include a dynamic and engaging mix of therapeutic, wellness, rehabilitative and recreational offerings, running from 7:15 a.m. to 8:30 p.m. each day. Groups shall include the following:
 - 1. Peer-led or co-led WRAP groups which will assist residents with symptom monitoring and developing a relapse prevention plan;
 - 2. Seeking Safety groups for co-occurring trauma and substance use;
 - 3. Cool Your Temp! ART (Aggression Replacement Training, adult treatment version), an Evidence Based Practice (EBP) effective for promoting pro-social behavior, developing social skills, emotional control, and moral reasoning; and
 - 4. Program offerings can change to meet the needs and suggestions of those in the treatment milieu. Cultural offerings, such as parties for Cinco de Mayo, Pride Month, Juneteenth or Kwanzaa, are also scheduled at mealtime. To meet the needs of participants with SUD needs, the program shall have SUD support once a week facilitated by a Mental Health Specialist.
 - ii. Contractor shall ensure the daily schedule are appropriate for the needs of persons served and adjust to meet the program needs.
- h. Average Person Served Length of Stay:
 - i. Service Authorization
 - 1. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.

2. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
 3. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
 4. Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to an individual's specific needs and circumstances that could seriously jeopardize the individual's life or health, or ability to attain, maintain, or regain maximum function.
 5. The average length of stay in the CRT shall be in accordance with each person's served assessed needs, but shall not exceed thirty (30) days unless circumstances require a longer stay to ensure successful completion of the treatment plan and appropriate referral. Extensions will need to be pre-approved by DBH.
 6. Reason for length of stay beyond thirty (30) days shall be documented in the record of the person served. Under no circumstances may the length of stay exceed 89 days.
- ii. An extension request may be submitted should there be a need due to goals not being met during initial length of stay. Extension requests shall be submitted to County's DBH.
- i. Referral Sources and Referral Process:
 - i. Referral sources shall include Fresno County Crisis Care Continuum agencies, specifically psychiatric inpatient facilities, crisis stabilization centers, hospital emergency rooms, local law enforcement and other sources as approved by DBH Director or designee.
 1. If other sources are approved by DBH Director or designee, priority populations may be included for when the CRT is nearing capacity by DBH Director or designee.
 - ii. All referrals will be reviewed by the Contractor and will be admitted if the individual meets criteria. Referrals with co-occurring physical health conditions will need to be taken into consideration before admitting.
- j. Care Coordination/Transition Plan:
 - i. Contractor may not discharge persons served early during their stay at the CRT facility.
 1. Only exceptions are if the person served decompensates, Welfare & Institution Code 5150 hold is written or
 2. If the person served has become violent with staff or other persons served.
 - ii. If Contractor believes an early discharge is warranted, the situation must be brought to the DBH Contract Analyst's attention and the DBH Director or designee, will review and make the final determination.

- iii. Contractor will ensure to provide appropriate linkage and warm hand off to the person served upon discharge.
- k. Level of Care/Modality of Services: Crisis Residential
- l. Evidence-Based Practice(s):
 - i. Contractor shall provide EBP's, including but not limited to the following:
 1. Cognitive Behavioral Therapy (CBT)
 2. Trauma Focused - CBT
 3. Assessing and Managing Suicide Risk (AMSR)
 4. Integrated Co-Occurring Mental Health and Substance Use Treatment
 5. Interactive Journaling
 6. Elements from the Transition to Independence Process (TIP)
 7. Wellness Recovery and Action Planning (WRAP)
 8. Motivational Interviewing
 9. Seeking Safety
 10. Aggression Replacement Training (ART)
 - ii. Contractor shall ensure EBP's utilized by the program are appropriate to the services and meet the needs of the persons served. Contractor may adjust EBPs to program need.
- m. County shall:
 - i. Provide oversight and collaborate with the Contractor and other County Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with DHCS and or other oversight agencies in regard to program administration and outcomes.
 - ii. Assist Contractor in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
 - iii. Participate in evaluating overall program progress and efficiency and be available to the Contractor for ongoing consultation.
 - iv. Gather outcome information from target person served groups and Contractor throughout each term of the resulting Agreement. County shall notify the Contractor when their participation is required. The performance outcome measurement process shall not be limited to survey instruments but will also include, as appropriate, person served and staff interviews, chart reviews, data analysis and other methods of obtaining required information. To comply with changing regulations, outcome and data tracking requirements are expected to change and County will inform and work with the Contractor to adapt throughout the term of the resulting agreement.

- v. Assist the Contractor's efforts toward cultural and linguistic responsiveness by providing technical assistance regarding cultural responsiveness requirements.

V. STAFFING

- a. Staffing patterns shall meet all State licensing and regulatory requirements. All licensed or certified staff must be licensed or certified within the State of California. Staff shall be reflective of and responsive to the needs of the target population.

Contractor shall ensure staff are qualified in education, experience, and clinical competencies appropriate for their respective job classifications.

Contractor shall provide sufficient number of licensed staffing and will manage assignment of persons served within the program to ensure that all services for persons with dual coverage are claimable (e.g. Medicare/Medi-Cal dually enrolled persons).

Contractor shall ensure program is staffed with a multi-disciplinary team.

Contractor shall ensure to have a Program Director and direct care staff that meets the requirements and ongoing training pursuant to 9 CCR § 532.6.

Contractor shall ensure to adhere to staffing requirements pursuant to 9 CCR § 532.6 and Chapter 2, Division 6 of Title 22 of the CCR.

Contractor shall maintain adequate staffing levels and align with the needs of the population. Staffing levels shall not jeopardize the quality of services provided to persons served.

- b. Staffing/Person Served Ratio:

Contractor shall have a ratio of at least one (1) full-time equivalent direct service staff for each 1.6 persons served, totaling ten (10) staff for the 16-bed facility.

Contractor shall ensure at least two (2) staff members will be on duty 24 hours a day, seven (7) days per week.

During the nighttime hours, when persons served are sleeping, only one of the two on duty staff members need be awake, providing the program does not accept admissions at that time.

- c. Staff Training:

Contractor agrees that its employees, volunteers, interns, and student trainees or subcontractors are expected to perform professional services per an agreement with County. Contractor shall comply with the training requirements and expectations

referenced in Exhibit B Attachment D - DBH Training Requirements Reference Guide.

Trainings are to be completed by Contractor's staff after contract execution, in a timely manner. Completion deadlines for trainings are listed in Exhibit B Attachment D within the descriptions. Additionally, the execution of a new contract does not restart the timeline for required trainings for staff. If staff have recently completed a training under another contract, it will be accepted.

COUNTY OF FRESNO LICENSEE REQUIREMENTS

I. Licensee Requirements

- a. As to the Premises, Licensee acknowledges that Licensor is a public governmental entity. Accordingly, if any work is undertaken at the Premises by or on behalf of Licensee, it may be deemed a “public works” project, and Licensee shall comply with, and shall ensure compliance by all contractors and subcontractors with, all applicable laws and regulations, including the payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code, and as described herein.
- b. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.
- c. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.
- d. It shall be mandatory upon Licensee, Licensee’s contractor, and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed for work completed to the Premises under this License, including those workers employed as apprentices. Further, Licensee and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by Licensee at the job site for any work completed to the Premises under this License, where it will be available to any interested party.
- e. Licensee shall comply with Labor Code section 1775, and shall forfeit as a penalty to the County of Fresno Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than the prevailing

wage rates for the work or craft in which the worker is employed for any work done under this License by Licensee, Licensee's contractor, or by any subcontractor under Licensee in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Licensee, Licensee's contractor, or subcontractor.

- f. Licensee, Licensee's contractor, and subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with any work completed to the Premises under this License. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that Licensee, Licensee's contractor, or subcontractor have complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by their employees on the Premises under this License. These records shall be open at all reasonable hours to inspection by Licensor, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

II. **General Requirements**

- a. **Premises.** County shall make available to Licensee eleven thousand six hundred and fifty-five (11,655) square feet of space at the Building, as shown in Exhibit B - Attachment A to this Agreement ("Premises"). If at any time during the term of this Agreement, County's lease for the Premises terminates, and County has not acquired title to the Premises, Licensee and County agree to amend this Agreement to change the location to a new premises, which will be owned or leased by County. County shall determine the location of the new premises and shall notify Licensee of the new location at least thirty (30) days in advance of that location change.
- b. **Right of Entry.** County, or its representative(s), shall have the right to enter the Premises at any time during business hours with reasonable notice, and at such

other time as County deems appropriate, to make any alterations, repairs or improvements to the Premises. The normal business of Licensee or its invitees shall not be unnecessarily inconvenienced.

- c. **Utilities.** County shall provide for electricity, natural gas, water, sewer, garbage, and telephone costs used at the Premises by Licensee in accordance with the service agreement for the Crisis Residential Treatment services. County cost of the utilities will be invoiced to the Licensee monthly, if applicable.
- d. **Use.**
 - i. Licensee shall use the Premises 24 hours per day, 365 days per year to provide the services described in Exhibit A. Licensee agrees that its use of the Premises shall only be used to provide these services. Special requests must be coordinated/approved through Department of Behavioral Health (DBH) Facilities. Licensee agrees not to commit, suffer or permit any waste or nuisance on the Premises, and not to use or permit the use of the Premises for any illegal or immoral purposes. Licensee further agrees to comply with all state laws, local ordinances and other governmental regulations which may be required by any governmental authorities.
 - ii. County shall make the Premises available in "as is" condition. Prior to the execution of this Agreement, Licensee shall visit the Premises, and by its independent determination confirm that the Premises are suitable for its use.
- e. **Furniture.** Licensee agrees that any furniture, modular equipment, fixtures or apparatus installed in or on the Premises by Licensee shall become the property of County and may not be removed by Licensee at any time.
- f. **Fixtures.** Licensee agrees that any equipment, fixtures or apparatus installed in or on the Premises by Licensee shall become the property of County and may not be removed by Licensee at any time.
- g. **Keys and Access.** Licensee will be provided keys, if applicable, and badge access to the Premises. Additional key and new badge requests shall be submitted to DBH Facilities. Lost keys and badges shall be reported in a timely manner. Licensee may be charged for replacement keys and badges. Keys and badges of staff who are no longer employed by Licensee must be turned into

DBH Facilities within (7) seven days. Please refer to Exhibit B – Attachment B to this Agreement, titled Identification Badge Guidelines for Contracted Vendors for additional badge access details.

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

III. Maintenance and Repairs of Premises

- a. As this is a County owned facility, General Services Department-Facilities shall be responsible for the structural condition of the Premises, and for all exterior and interior maintenance, including but not limited to, air conditioning, heating, plumbing, roof, painting, landscaping, and parking lot. County covenants that the Premises shall be maintained in substantially the same condition as that existing at the commencement of this Agreement.
- b. Licensee shall report any damages to the Premises, its furnishings and appliances within twenty-four (24) hours after they occur to DBH Facilities dbhfacilities@fresnocountyca.gov.
- c. Regular maintenance and servicing of all major appliances in the building annually is required. This will aid in the prevention of damage or outages which could affect the day-to-day operations within the facility. Proof of service and annual maintenance is required before a replacement is provided. It is the discretion of the County to determine if a replacement is necessary. The Licensee is responsible for repair costs up to the cost of a replacement. Annual maintenance and services fees are excluded toward the cost of a replacement.

- d. Licensee shall be responsible to pay for all damages and resulting building maintenance caused by the actions of persons served by the Licensee's, employees, and invitees.
- e. Licensee shall comply with cleaning standards outlined in Exhibit B – Attachment C to this Agreement, titled County of Fresno Cleaning Standards and Building Requirements.

IV. Improvements to the Premises

- a. If Licensee desires to make improvements to the Premises, Licensee shall provide drawings and plans describing the improvements to the Director of the Department of Behavioral Health, for review and written approval. Licensee's request to make improvements shall not be unreasonably withheld by County. Licensee shall pay all costs associated with its requested improvements. The construction of Licensee's improvements to the Premises shall be performed by County or its approved agent.
- b. Disability Access Inspection. Neither the Building nor the common areas located on the Premises have undergone inspection by a Certified Access Specialist (CAsp) within the meaning of California Civil Code Section 1938, and County is not providing any representations or warranties regarding whether the Premises meets all applicable construction-related accessibility standards. If Licensee desires to make improvements to the Premises, Licensee shall comply with California Civil Code Section 1938 as related to all improvements.
- c. Compliance with Laws including Americans With Disabilities Act. If Licensee desires to make improvements to the Premises, all improvements shall be in compliance with all applicable federal, state and local laws, ordinances and regulations, including but not limited to human occupancy and safety laws and regulations, health and building codes, and the Americans With Disabilities Act (42 United States Codes, secs. 12101, et seq., and all related guidelines, standards, and regulations.)

V. Enforcement of the Agreement

- a. If Licensee defaults on any of the covenants or agreements contained in this Agreement, County shall give written notice of such default to Licensee, and Licensee shall have thirty (30) days to cure such default. If Licensee does not

cure the default within thirty (30) days, County may, at its option, at any time after such default or breach and without any demand on or notice to Licensee or to any other person, of any kind whatsoever, re-enter and take possession of the Premises, and remove all persons or property therefrom, and Licensee waives any legal remedy to defeat County's rights and possessions hereunder. However, nothing contained herein shall prevent County from seeking any other legal or equitable remedies in a court of law which arise from such breach or default.

VI. Surrender of Possession

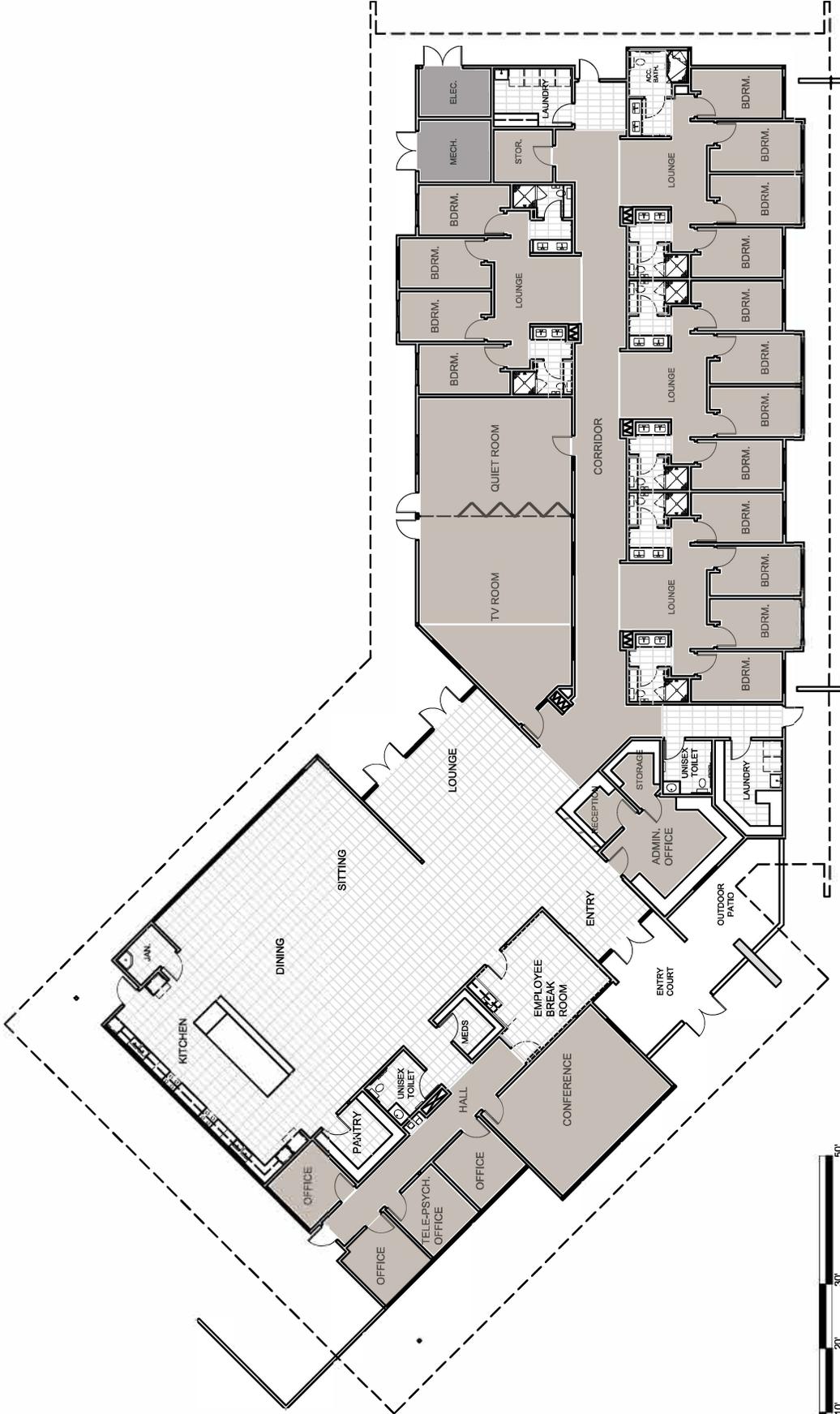
- a. Upon the expiration or termination of this Agreement, Licensee will surrender the Premises to County in such condition as existed at the commencement of this Agreement less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the effects of any breach of County's covenant to maintain. Licensee will not be responsible for any damage which Licensee was not obligated hereunder to repair.
- b. Casualty is defined as any damage or destruction as a result of fire, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature.

VII. Possessory Interest Tax

- a. The parties acknowledge that California Revenue & Taxation Code § 107.6 provides, in relevant part, the following: "(a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest." Accordingly, the parties agree that County is a 'local public entity of government,' and that Licensee is a "private party," respectively, within the meaning of California Revenue & Taxation Code § 107.6(a), and that this Agreement (to the extent that it may be necessary under California Revenue & Taxation Code § 107.6(a) for the Parties to acknowledge and agree herein with

respect to this Agreement) is a “contract,” which creates a possessory interest that may be subject to property taxation pursuant to California Revenue & Taxation Code § 107.6(a). Licensee agrees to pay any possessory interest tax which may be levied upon the Premises. In this respect, Licensee understands that Licensee's use of property owned by a tax-exempt public agency may be subject to property taxation, and Licensee (the person in whom the possessory interest is vested) is subject to the payment of property taxes levied on such interest.

Exhibit B - Attachment A



SCHEMATIC DESIGN - FLOOR PLAN



CRISIS RESIDENTIAL TREATMENT FACILITY
 COUNTY OF FRESNO - SEPTEMBER 13, 2016



DSJ ARCHITECTS

IDENTIFICATION BADGE GUIDELINES FOR CONTRACTED VENDORS

I. **EXPECTATION:**

The County of Fresno, Department of Behavioral Health (DBH) is firmly committed to full compliance with all applicable laws, regulations, rules, and guidelines that apply to its Behavioral Health operations and services. All Contracted Vendors will be required to acknowledge and certify their compliance with this intention (by reading and signing or implementing this guideline).

II. **PROCEDURE:**

a. **Scope**

This guideline applies to all Contracted Vendors (including contractor's employees and subcontractors) working in Behavioral Health programs. This sets forth the guidelines for obtaining and use of County Identification badges within the Department of Behavioral Health.

b. **Responsibilities**

i. **Supervisors**

Requests for identification badges are to be sent to the DBH Facilities mailbox (DBHFacilities@fresnocountyca.gov). Please provide the following:

1. Staff name;
2. Position/Title;
3. Last four of the Social Security number;
4. Cost Center; and
5. Organization Name.

Once received, DBH Facilities will inform the Supervisor a request was submitted to County Security and will be instructed to email or call County Security to schedule a time to take a picture and pick up the badge. All Contracted Supervisors are responsible for ensuring their staff are aware of and adhere to this instruction. Contracted Supervisors are also responsible for the enforcement of wearing photo identification badges within their team.

ii. **Staff**

To ensure a safe workplace, staff are required to wear a photo identification badge in a visible position during working hours.

The identification badge must show a photograph of the individual, along with their name, job title, and The County of Fresno logo. Identification badges must not be left unattended. At no time shall an employee loan their identification badge to another employee or client for access to a building, restroom, or other secure area. Staff are responsible for the security of their own identification badge.

“Tailgating” or “Shadowing” is not allowed and is a type of physical security breach where an unauthorized person (Staff without a badge) follows an authorized person (staff with a badge) into a secured area. It is the responsibility of the employee to always have their identification badge with them during work hours. In the event this does not happen, access to Fresno County buildings may not be permitted. The employee will be asked to return home to retrieve their identification badge to gain building access.

c. Administrative

i. Role Changes and/or Name Changes

Any changes to County identification badges must be emailed to DBH Facilities with the aforementioned information, after which time a request will be submitted to County Security.

ii. Separation

The identification badge should be returned to DBH Facilities and any issued building keys on an employee’s last day of employment.

iii. Loss of Badge

The Supervisor must be informed by the employee immediately, if their badge is lost or stolen. The Supervisor shall then report this to DBH Facilities, so that the lost or stolen identification badge can be deactivated, and a replacement identification badge requested. Employees may be subject to a replacement identification badge fee.

COUNTY OF FRESNO CLEANING STANDARDS AND BUILDING REQUIREMENTS

General – Applies to Licensee for Most County Facilities

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

The term “clean” includes, but is not limited to, the complete removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, paint, etc. or cleaning product residue. Regular maintenance and servicing of all major appliances in the building annually is required. This will aid in the prevention of damage or outages which could affect the day-to-day operations within the facility. Proof of service and annual maintenance is required before a replacement will be provided. It is the discretion of the County to determine if a replacement is necessary. The Licensee is responsible for repair costs up to the cost of a replacement. Annual maintenance and services fees are excluded toward the cost of a replacement.

Notification(s) to the Department of Behavioral Health, (DBH) Facilities unit is required when damages to appliances and or the building or furnishings have occurred within twenty-four (24) hours of the occurrence. Failure to report any damages could be considered negligent on behalf of the Licensee and could be held financially responsible. Assessment of possible negligence and financial responsibility will be determined by DBH.

I. Hours of Service

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

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

II. Cleaning Requirements

This section defines the general cleaning components, standards and requirements that apply to all buildings. In addition, there are some unique cleaning requirements which

may exceed and supplement these general standards due to the nature of a building, the persons served and the services provided. Those site-specific cleaning requirements are defined for each building.

Frequency (examples)

D-Daily

W-Weekly

M-Monthly

Q-Quarterly

SA-Semi-Annually

A-Annually

#D - # Days Per Week (e.g. 3D = 3 days per week)

MON, TUE, WED, THU, FRI - one day per week on a specific day

AN - As Needed (as determined by the County)

AR - As Requested

III. **Routine and Periodic**

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

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

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

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

IV. **Elevators**

a. **Routine** - Clean and vacuum elevator tracks on all floors to remove debris.

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

V. **Exterior**

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

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

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

VI. **Hard Surface Floors**

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

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

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

- a. **Routine** - Resilient and Hard Tile:

- i. Sweep to remove loose dirt and other material on all service days.
- ii. Spot-clean all hard surface floors for (Spillages, stains, gum, candy, etc.) on all service days.
- iii. Dust mop floors with a wide, treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from floor with a dustpan. Periodically shake out mop head into a plastic bag. When mop head gets soiled, put in a container marked dirty mop heads and replace with a clean mop head.
- iv. Damp mop all surface hard tile (concrete, ceramic, resilient, wood, quarry, terrazzo, linoleum, etc.) on all service days.

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

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

- i. Spray-buff floor, using a floor machine equipped with a buffing pad, to a high luster. Apply a new coat of finish as needed.
- ii. Machine scrub restroom floors with a disinfecting detergent cleaner.
- iii. Strip and refinish all resilient tile with two (2) coats of skid-proof wax according to the periodic cleaning. Finish shall be applied only to appropriate areas free of residual dirt and build-up (i.e. swept, spot cleaned, and damp mopped). Floors are not to be left unfinished after stripping/scrubbing.

Finish Requirements:

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

VII. Carpeting

a. **Routine** - Completely vacuum all high traffic areas.

- i. Completely vacuum non-high traffic areas such as offices. This includes underneath desks, chairs, between walls and filing cabinets, behind doors and in comers and edges of carpet and wall. Move furniture as needed.
- ii. Spot clean to remove stains such those caused by spilled beverages, candy, gum, etc. Use stain and gum remover for carpets.

b. **Periodic** - Deep clean all hard carpeted floors within the first sixty (60) days of the Agreement effective date and then according to the frequencies for each building as needed with communication to DBH Facilities for tracking.

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

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

Carpet extraction is to be done according to the periodic schedule

VIII. Furniture

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

- a. **Routine** – Dust and spot clean furniture. Clean employee desktops only if they have been cleared of papers.
- b. **Periodic** - Vacuum/spot clean all fabric stationery and movable chairs, benches, couches, partitions, etc. Clean counters and cabinets, moldings, door frames, furniture legs, arms rest. Note: personnel desks are not to be disturbed and or touched unless cleared by the Licensee with a note left instructing that it be cleaned. Restore all furniture, wastepaper baskets, etc., to their original position.

IX. Maintenance

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

- a. Burned-out lighting
- b. Dripping or running faucets.
- c. Leaking fixtures (such as toilets and urinals).
- d. Continuously or long-running flush-o-meters.
- e. Inadequate or non-flushing flush-o-meters.
- f. Carpet tears that pose a trip hazard.
- g. Loosened floor tiles.
- h. Cracked or broken windows.
- i. Door locking problems.
- j. Pests (e.g. spiders, ants, roaches, mice)

In the event of pest infestations, the Licensee will notify the DBH Facilities unit within twenty-four (24) hours of the Licensee's notice of pests within or immediately surrounding the building. It is the responsibility of the Licensee to make a full effort to prevent infestations through daily cleaning, proper storage of food and water, and daily trash removal.

X. Miscellaneous

- a. **Routine/As Needed** – Janitors are responsible for a variety of miscellaneous tasks that don't fit into other categories. They include, but are not limited to:
 - i. Changing batteries in automated air sanitizers, automated paper towel dispensers and other similar items, as needed

XI. Restrooms

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

- a. **Routine - Clean** all toilets, toilet seats, urinals. This includes removing any encrustation, stains, scale, deposits, and build-up.
 - i. **Clean and polish** all exposed fixtures and piping, lavatories, counters, changing tables, dispensers, mirrors, partitions, doors, walls, moldings, ceiling and wall vents, shelves, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas using a germicidal detergent. Deodorant urinal screens shall be used in urinals only. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used. In many buildings, restrooms must be checked and touched up or re-cleaned multiple times throughout a normal workday. Since the Licensee only works after normal working hours, this will be the responsibility of the County.
 - ii. **Restroom Floors** - Clean restroom floors according to the flooring standards, schedule, and protocol described in the flooring section.

XII. Stairways/Stairwells

- a. **Routine** - Sweep stairwells and remove all trash. Damp mop stairs and remove any stains, gum, etc.
Scrub and sanitize handrails.

XIII. Supplies

The County is responsible for procurement, storage, distribution and supply of plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein. Specific products are subject to change per County preference. Material Safety Data Sheets (MSDS) will be made available upon request.

Item	County currently uses
Blood spill and body fluid kits	Sorb-It Absorbent
Carpet Cleaner	Reclaim Heavy Duty Carpet Cleaner
Floor Finish	Pioneer Stay Brite Finish
Floor Sealer	Pioneer Envirostar 2000
Floor Stripper	Pioneer Formula X Heavy Duty Stripper
Lamps -Replacement Lamps/light bulbs -	The majority of lamps to be replaced are fluorescent T-8's, with some T-12's, in sizes ranging from 18" to 4' (41k). There are also some compact fluorescent and incandescent bulbs.
Liquid Hand Soap	Generic antibacterial
Paper towels	Georgia Pacific White Multifold Towel 20389 Preference 16 Packs/case Scott rolled towels for Envision automated paper towel dispensers
Sanitary Napkins	Various
Toilet Paper	Unbleached or non-chlorine bleached, must fit dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal). Jumbo Toilet Paper - 13728, "Acclaim" 8 rolls/case Georgia Pacific White 1ply Toilet Paper" Envision" 14580-01 80/case
Toilet Seat Covers	Georgia Pacific White 1/2 Fold Seat Cover "Safe T Guard" 47046 20/case manufactured using 30% recycled materials and of good grade
Trash Can Liners	

	Liners, Can small 24 x 23 .30 mil black CS/1000 Liners, Can Medium 30 x 36 .74 mil black CS/250 Liners, Can Medium 40 x 46 .8 mill black CS/250
Urinal Deodorant Screens	Various
Walk Off Mats	Various locations

XIV. Stocking Dispensers

- a. Dispensers are to be refilled and cleaned daily
- b. No refill/extra supplies shall be stocked in the area of dispensers
- c. All dispensers found to be less than half filled will be considered insufficient.
- d. County will maintain ten (10) day’s stock of restroom supplies in the Janitorial closets at all facilities for the term of the Agreement. (Note: Some facilities may not have a closet or room that can accommodate a ten (10) day supply. In those cases, the items shall be stored in the nearest County facility that can accommodate the supplies).

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

XV. Surfaces

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

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

b. General Surface cleaning requirements include:

- i. Ash Trays - Empty and Clean outside ashtrays, if applicable
- ii. Brass and Chrome – Polish (brass, chrome, etc.) doorknobs, handrails, kick plates and push plates on doors or other pieces of door trim. Use a cloth and polish, wipe film dry.
- iii. Chalkboards and Whiteboards - Chalkboards and white boards should only be cleaned upon request and with appropriate cleaner provided by the Licensor. Trays should be cleaned with a suitable cleaner.
- iv. Drinking Fountains - Clean drinking fountains with germicidal detergent to sanitize. Remove calcium deposits with an environmental stain remover. Wipe off with a dry cloth, then polish and wipe dry. If drinking fountain drain is slow, report it to maintenance.
- v. Glass - Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass. Licensee shall clean all interior glass partitions, inside exterior glass, display cases, mirrors,

c. Periodic

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

XVI. Trash and Recycling**a. Trash Pick-Up and Removal**

- i. **Routine** - Empty all waste receptacles, including wastebaskets, trash cans, and boxes (if labeled "trash", etc.) Deposit the trash into appropriate waste disposal containers. Empty boxes, papers, magazines, etc.; outside of trash receptacles not labeled trash are not to be removed. Ensure all waste receptacles are maintained in a clean and odor-free condition. Wash wastebaskets and replace plastic liners, as needed. Remove all trash and waste to a designated on-site dumpster or compactor) for disposal.

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

XVII. Recycling

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

Empty large shredders and transport shredded paper to recycle locations.

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

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

XIX. Windows and Window Coverings

- a. **Routine** - See “Surfaces” section regarding general glass cleaning.
- b. **Periodic** – Periodic window glass cleaning is done by a window cleaning contractor. Clean/dust all window coverings.

INSURANCE REQUIREMENTS

I. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- a. **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- b. **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- c. **All-Risk Property Insurance.** All-Risk Property Insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement. Contractor must name the County as an Additional Loss Payee.
- d. **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- e. **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- f. **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the

policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

- g. **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- h. **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

II. **Additional Requirements**

- a. **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health – Attention Plan Administration, 1925 E Dakota Ave, Fresno, CA 93726, or electronically to

DBHPlanAdmin@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- b. **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- c. **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- d. **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- e. **Waivers of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish those waivers, but the Contractor's waivers of subrogation under this paragraph are effective whether or not the Contractor obtains such endorsements.
- f. **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this

Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

- g. **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

DATA SECURITY

I. Definitions

Capitalized terms used in this Exhibit have the meanings set forth in this section I.

- a. **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- b. **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit.
- c. **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- d. **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- e. **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- f. **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

- g. **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit.
- h. **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section III.c of this Exhibit.
- i. **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- j. **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

II. **Standard of Care**

- a. The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- b. The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- c. The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - i. Keep and maintain all Personal Information in strict confidence, using such degree of care under this section as is reasonable and appropriate to avoid a Security Breach;

- ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit;
 - iii. Not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - iv. Not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- d. Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.
- e. The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

III. Information Security

- a. The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment

cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor’s sole cost and expense.

- b. The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- c. Without limiting the Contractor’s obligations under section III.a of this Exhibit, the Contractor’s (or Authorized Person’s) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
 - i. Limiting Use of Personal Information strictly to the Contractor’s and Authorized Persons’ technical and administrative personnel who are necessary for the Contractor’s, or Authorized Persons’, Use of the Personal Information pursuant to this Agreement;
 - ii. Ensuring that all of the Contractor’s connectivity to County computing systems will only be through the County’s security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - iii. To the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County’s operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a

- remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;
- iv. Encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - v. Strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - vi. Having a patch management process including installation of all operating system and software vendor security patches;
 - vii. Maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - viii. Providing appropriate privacy and information security training to Authorized Employees.
- d. During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
 - e. The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real-time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
 - f. The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- g. The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

IV. Security Breach Procedures

- a. Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses: incidents@fresnocountyca.gov, 559-600-5900, (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- b. Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section IV.a of this Exhibit, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
 - i. Assisting the County in conducting any investigation;
 - ii. Providing the County with physical access to the facilities and operations affected;
 - iii. Facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - iv. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of

the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- c. County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.
- d. The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section IV.e of this Exhibit.
- e. The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

V. Oversight of Security Compliance

- a. The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- b. Upon the County's written request, to confirm the Contractor's compliance with this Exhibit, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all

Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit.

- c. The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

VI. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section survive the termination of this Agreement and

apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

- VII. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.
- VIII. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys’ fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor’s, its officers, employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under this Exhibit or arising out of or resulting from the Contractor’s failure to comply with any of its obligations under this section. The provisions of this section do not apply to the acts or omissions of the County. The provisions of this section are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section shall survive the termination of this Agreement.
- IX. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit shall survive the termination of this Agreement.
- X. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the

County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

- XI. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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:	