

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612, ("COUNTY"), and CENTRAL STAR BEHAVIORAL HEALTH, Inc., a California for-profit corporation, whose principal place of business is located at 1501 Hughes Way, Suite 150, Long Beach, CA 90810 through its affiliate, Central Star Behavioral Health, Inc ("LICENSEE").

WITNESSETH:

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

WHEREAS, COUNTY has reached agreement with LICENSEE to operate a Adolescent Youth Acute Psychiatric Health Facility (PHF) at the Building;

WHEREAS, COUNTY hereby finds that the operation of an Adolescent Youth Acute PHF providing psychiatric health services for adolescent youth is a necessary mental health program that will meet the health needs of Fresno County, and is in the public interest; and

WHEREAS, pursuant to Government Code section 26227, COUNTY finds that the youth acute psychiatric services to be provided by LICENSEE will not substantially conflict or interfere with the use of the Building by the COUNTY and other occupants of the Building, that the portion of the Building to be occupied by LICENSEE is not needed for County purposes, and that the youth acute psychiatric services to be provided by LICENSEE will serve public purposes, and COUNTY desires to enter into this Agreement to ensure the ongoing provision of acute psychiatric services for youth at the Building by LICENSEE.

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

1. PREMISES - COUNTY shall make available to LICENSEE approximately seven thousand sixty-nine (7,069) square feet of space at the location commonly known as 4411 E. Kings Canyon, Fresno, CA 93702, in Building 319, as shown in Exhibit "A", attached and incorporated by this reference ("Premises"). If at any time during the term of this

1 AGREEMENT, COUNTY no longer owns the Premises, or COUNTY's lease for the Premises
2 terminates, LICENSEE and COUNTY agree to amend this AGREEMENT to change the
3 location to a new premises, which will be owned or leased by COUNTY. COUNTY shall
4 determine the location of the new premises and shall notify LICENSEE of the new location at
5 least thirty (30) days in advance of that location change.

6 2. TERM AND TERMINATION – The term of this Agreement shall be for a period of
7 three (3) years, commencing on July 1, 2020, through and including June 30, 2023.

8 Subject to satisfactory outcomes performance and funding availability of the
9 corresponding service agreement for the adolescent youth PHF, this Agreement may be
10 extended for two (2) additional twelve (12) month periods upon the written approval of both
11 parties not later than sixty (60) days prior to the close of the then current Agreement term.
12 The COUNTY's DBH Director, or designee, is authorized to execute such written approval on
13 behalf of COUNTY.

14 Notwithstanding any of the above, COUNTY shall have the right to terminate this
15 Agreement immediately in the event LICENSEE ceases to provide the services described in
16 Section 5, herein, in a manner that is to COUNTY'S sole satisfaction. As to COUNTY, the
17 Director of Internal Services or the Director of the Department of Behavioral Health, or one of
18 their designees, may provide written notice of termination of this AGREEMENT to LICENSEE.

19 3. CONSIDERATION - LICENSEE shall pay to COUNTY zero dollars (\$0) in
20 compensation for this AGREEMENT. COUNTY agrees that the services provided by
21 LICENSEE are adequate consideration for use of the Premises. These services are set forth in
22 LICENSEE's Scope of Work, attached as Exhibit "B", and incorporated by this reference. Such
23 consideration, in addition to the mutual promises and covenants made herein by the Parties, is
24 deemed by the Parties to be sufficient consideration for use of the Premises.

25 4. UTILITIES - COUNTY shall provide for electricity, natural gas, water, sewer,
26 garbage, and telephone costs used at the Premises by LICENSEE in accordance with this
27 AGREEMENT. COUNTY cost of the utilities will be invoiced to the LICENSEE monthly.

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1 5. USE - LICENSEE shall use the Premises twenty-four (24) hours per day, 365 days
2 per year to provide the services described in Exhibit "B". LICENSEE agrees that its use of the
3 Premises shall only be used to provide these services. LICENSEE agrees not to commit,
4 suffer or permit any waste or nuisance on the Premises, and not to use or permit the use of
5 the Premises for any illegal or immoral purposes. LICENSEE further agrees to comply with all
6 state laws, local ordinances and other governmental regulations which may be required by any
7 governmental authorities.

8 COUNTY shall make the Premises available in "as is" condition. Prior to the
9 execution of this AGREEMENT, LICENSEE shall visit the Premises, and by its independent
10 determination confirm that the Premises are suitable for its use.

11 6. MAINTENANCE AND REPAIRS OF PREMISES - COUNTY shall be responsible for
12 the structural condition of the Premises, and for all exterior and interior maintenance, including
13 but not limited to, air conditioning, heating, plumbing, roof, painting, landscaping, and parking
14 lot. COUNTY covenants that the Premises shall be maintained in substantially the same
15 condition as that existing at the commencement of this AGREEMENT.

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

20 LICENSEE shall report any damages to the Premises within twenty-four (24) hours
21 after they occur to the Director of the Department of Behavioral Health.

22 LICENSEE shall be responsible to pay for all damages and resulting building
23 maintenance caused by the actions of LICENSEE's patients, employees and invitees.

24 7. IMPROVEMENTS TO THE PREMISES - If LICENSEE desires to make
25 improvements to the Premises, LICENSEE shall provide drawings and plans describing the
26 improvements to the Director of the Department of Behavioral Health, for review and written
27 approval. LICENSEE's request to make improvements shall not be unreasonably withheld by
28 COUNTY. LICENSEE shall pay all costs associated with its requested improvements.

1 The construction of LICENSEE's improvements to the Premises shall be performed by
2 COUNTY or its approved agent.

3 8. ENFORCEMENT OF AGREEMENT - If LICENSEE defaults on any of the
4 covenants or agreements contained in this AGREEMENT, COUNTY shall give written notice
5 of such default to LICENSEE, and LICENSEE shall have thirty (30) days to cure such default.
6 If LICENSEE does not cure the default within thirty (30) days, COUNTY may, at its option, at
7 any time after such default or breach and without any demand on or notice to LICENSEE or to
8 any other person, of any kind whatsoever, re-enter and take possession of the Premises, and
9 remove all persons or property therefrom, and LICENSEE waives any legal remedy to defeat
10 COUNTY'S rights and possessions hereunder. However, nothing contained herein shall
11 prevent COUNTY from seeking any other legal or equitable remedies in a court of law which
12 arise from such breach or default.

13 9. NOTICES - The persons and their addresses having authority to give and receive
14 notices under this AGREEMENT include the following:

15
16 COUNTY:
17 County of Fresno
18 (FL-120)
19 Director of Internal Services
20 333 W. Pontiac Way
21 Clovis, CA 93612
22 Facsimile: (559) 600-5927

23 LICENSEE:
24 Central Star Behavioral Health, Inc.
25 Senior Vice President
26 1501 Hughes Way, Suite 150
27 Long Beach, CA 90810
28 Facsimile: (310) 221-6350

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

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

9 10. HOLD HARMLESS - LICENSEE agrees to indemnify, save, hold harmless, and at
10 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all
11 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
12 losses occurring or resulting to COUNTY in connection with the performance, or failure to
13 perform, by LICENSEE, its officers, agents, or employees under this AGREEMENT, and from
14 any and all costs and expenses (including attorney's fees and costs), damages, liabilities,
15 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
16 or damaged by the performance, or failure to perform of LICENSEE, its officers, agents, or
17 employees under this AGREEMENT.

18 The provisions of this Section 10 shall survive termination of this AGREEMENT.

19 11. INTERNAL SECURITY FOR THE PREMISES – LICENSEE shall contract with a
20 private security service for internal security of the Premises. LICENSEE shall ensure that in
21 such event, the internal security provided shall be provided twenty-four (24) hours per day
22 every day of the calendar year.

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

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- 1 a. Commercial General Liability - Commercial General Liability Insurance with
2 limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an
3 annual aggregate of Four Million (\$4,000,000). This policy shall be issued on a
4 per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-
6 Collapse-Underground, fire legal liability, or any other liability insurance
7 deemed necessary because of the nature of this contract.
- 8 b. Property Insurance – Against all risk of loss to COUNTY property, at full
9 replacement cost with no coinsurance penalty provision, naming COUNTY as
10 additional loss payee.
- 11 c. Automobile Liability - Comprehensive Automobile Liability Insurance with
12 limits of not less than One Million Dollars (\$1,000,000.00) per accident for
13 bodily injury and for property damages. Coverage should include any auto
14 used in connection with this Agreement.
- 15 d. Worker’s Compensation - A policy of Worker’s Compensation insurance
16 may be required by the California Labor Code.
- 17 e. Professional Liability Insurance if LICENSEE employs professional staff
18 (e.g., PH.D., R.N., L.C.S.W., M.F.C.C.) in providing services, with limits of not
19 less than One Million (\$1,000,000.00) Dollars per occurrence, Three Million
20 \$3,000,000.00) Dollars annual aggregate.
- 21 f. Child Abuse/Molestation and Social Services Coverage – LICENSEE shall
22 have either separate policies or an umbrella policy with endorsements covering
23 Child Abuse/Molestation and Social Services Liability coverage, or have a
24 specific endorsement on its General Commercial liability policy covering Child
25 Abuse/Molestation and Social Services Liability. The policy limits for these
26 policies shall be \$1,000,000 per occurrence with \$2,000,000 annual aggregate.
27 The policies are to be on a per occurrence basis.
- 28 LICENSEE shall obtain endorsements to the Commercial General Liability insurance

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

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

14 Within thirty (30) days from date LICENSEE executes this AGREEMENT, LICENSEE
15 shall provide certificates of insurance and endorsement as stated above for all of the foregoing
16 policies, as required herein, to the County of Fresno, Attn: ISD Lease Services (FL-120), 333
17 W. Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have been obtained
18 and are in full force; that the County, its officers, agents and employees will not be responsible
19 for any premiums on the policies; that for such worker's compensation insurance the
20 LICENSEE has waived its right to recover from the COUNTY, its officers, agents, and
21 employees any amounts paid under the insurance policy and that waiver does not invalidate
22 the insurance policy; that such Commercial General Liability insurance names the County, its
23 officers, agents, and employees, individually and collectively, as additional insured, but only
24 insofar as the operations under this AGREEMENT are concerned; that such coverage for
25 additional insured shall apply as primary insurance and any other insurance, or self- insurance
26 shall not be cancelled or changed without a minimum of thirty (30) days advance, written
27 notice given to County.

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

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

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

10 a. Commercial General liability insurance with limits of not less than One
11 Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not
12 less than Two Million Dollars (\$2,000,000.00). This policy shall be issued on an
13 occurrence basis.

14 b. All-Risk property insurance.

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

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

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1 Because of its status as an independent contractor, LICENSEE shall have absolutely
2 no right to employment rights and benefits available to COUNTY'S employees. LICENSEE
3 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally
4 required employee benefits. In addition, LICENSEE shall be solely responsible and save
5 COUNTY harmless from all matters, except for COUNTY AND COUNTY'S employee's gross
6 negligence and/or willful misconduct, relating to payment of LICENSEE'S employees, including
7 compliance with Social Security withholding and all other regulations governing such matters

8 14. SURRENDER OF POSSESSION - Upon the expiration or termination of this
9 AGREEMENT, LICENSEE will surrender the Premises to COUNTY in such condition as
10 existing at the commencement of this AGREEMENT less reasonable wear and tear, less the
11 effects of any Casualty as herein defined, and less the effects of any breach of COUNTY'S
12 covenant to maintain. LICENSEE will not be responsible for any damage which LICENSEE
13 was not obligated hereunder to repair.

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

17 16. POSSESSORY INTEREST TAX - The parties acknowledge that California
18 Revenue & Taxation Code § 107.6 provides, in relevant part, the following: "(a) The state or
19 any local public entity of government, when entering into a written contract with a private party
20 whereby a possessory interest subject to property taxation may be created, shall include, or
21 cause to be included, in that contract, a statement that the property interest may be subject to
22 property taxation if created, and that the party in whom the possessory interest is vested may
23 be subject to the payment of property taxes levied on the interest." Accordingly, the parties
24 agree that COUNTY is a 'local public entity of government,' and that LICENSEE is a "private
25 party," respectively, within the meaning of California Revenue & Taxation Code § 107.6(a),
26 and that this AGREEMENT (to the extent that it may be necessary under California Revenue &
27 Taxation Code § 107.6(a) for the Parties to acknowledge and agree herein with respect to this
28 AGREEMENT) is a "contract," which creates a possessory interest that may be subject to

1 property taxation pursuant to California Revenue & Taxation Code § 107.6(a). LICENSEE
2 agrees to pay any possessory interest tax which may be levied upon the Premises. In this
3 respect, LICENSEE understands that LICENSEE's use of property owned by a tax-exempt
4 public agency may be subject to property taxation, and LICENSEE (the person in whom he
5 possessory interest is vested) is subject to the payment of property taxes levied on such
6 interest.

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

12 18. AMENDMENT - This AGREEMENT may be amended in writing by the mutual
13 consent of the parties without in any way affecting the remainder.

14 19. NON-ASSIGNMENT - Neither party shall assign, transfer or subcontract this
15 AGREEMENT nor their rights or duties under this AGREEMENT without the prior written
16 consent of the other party.

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

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

24 Members of LICENSEE'S Board of Directors shall disclose any self-dealing transactions
25 that they are a party to while LICENSEE is providing goods or performing services under this
26 AGREEMENT. A self-dealing transaction shall mean a transaction to which the LICENSEE is
27 a party and in which one or more of its directors has a material financial interest. Members of
28 the Board of Directors shall disclose any self-dealing transactions that they are a party to by

1 completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit “D”) and
2 submitting it to the County of Fresno prior to commencing with the self-dealing transaction or
3 immediately thereafter.

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

11 23. ENTIRE AGREEMENT - This AGREEMENT constitutes the entire agreement
12 between the COUNTY and LICENSEE with respect to the subject matter hereof, and
13 supersedes all prior agreements, negotiations, proposals, commitments, writings,
14 advertisements, publications, and understandings of any nature whatsoever, unless expressly
15 referenced in this AGREEMENT.

16 Signatures on Following Page

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FL-120 UMCBIg319PACT
DBH5630 (Psychiatric Health Facility)

1 IN WITNESS WHEREOF, the parties hereto have executed this LICENSE AGREEMENT
2 as of the date first herein written.

3
4 **LICENSEE:**

5 CENTRAL STAR BEHAVIORAL HEALTH, Inc.

6 By 
7 Kent Dunlap
8 President and Chief Executive Officer

LICENSOR:

COUNTY OF FRESNO

By _____
Robert W. Bash, Director of Internal
Services/Chief Information Officer

8
9 By 
10 Olivia Aranda
11 Vice President and Chief Financial Officer

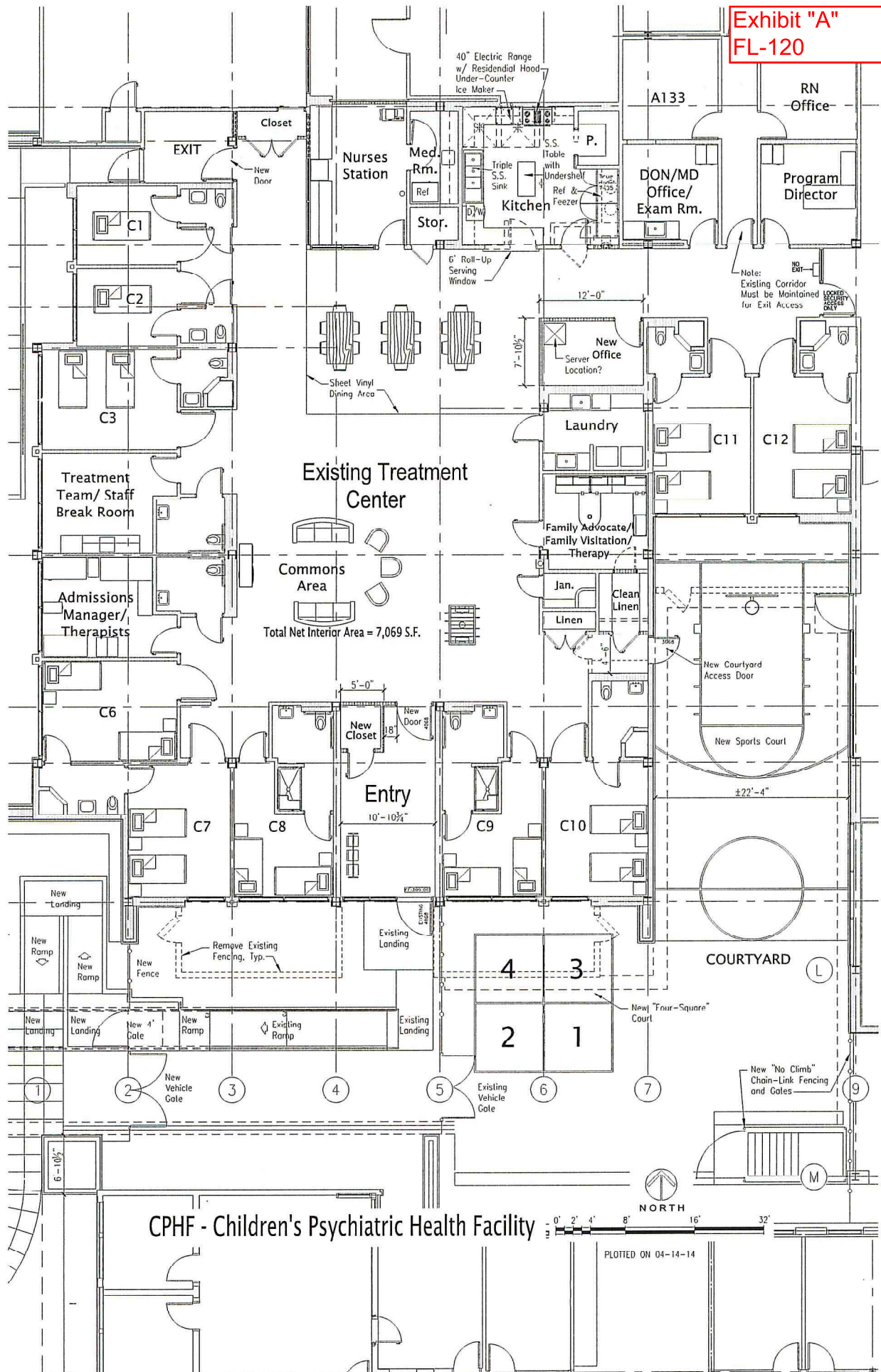
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20 **FOR ACCOUNTING USE ONLY:**

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22 ORG: 56302112
23 Account: 7295
24 Fund: 0001
25 Subclass: 10000

26 FL-120 DBH5630 (Youth Psychiatric Health Facility)

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28 FT

Exhibit "A"
FL-120



ADOLESCENT YOUTH ACUTE INPATIENT PSYCHIATRIC SERVICES
Psychiatric Health Facility (PHF)
Scope of Work

ORGANIZATION: Central Star Behavioral Health, Inc.

ADDRESS: 1501 Hughes Way, Suite 150, Long Beach, CA 90810

SITE ADDRESS: 4411 E. Kings Canyon Road, Fresno, CA 93702

SERVICES: **Adolescent Youth Psychiatric Health Facility**

PROJECT DIRECTOR: Kent Dunlap, Senior Vice President

CONTRACT PERIOD: July 1, 2020 – June 30, 2023 with an option for two (2) additional 12-month renewals, pursuant to satisfactory performance

CONTRACT AMOUNT: See Exhibit C

SCHEDULE OF SERVICES:

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

TARGET POPULATION:

The target population will only include youth adolescents (hereinafter referred to as adolescents), twelve (12) years of age up to eighteen (18) years of age, in acute mental health distress who present a threat of harm to self, and/or threat of harm to others, and/or grave disability (severe personal disorganization and inability for self-care and/or functioning safely in the community). CONTRACTOR will not serve adolescents younger than twelve (12) years old. In rare circumstances, the COUNTY DBH Director, or designee, has the ability to approve admittance of a youth younger than twelve (12) years old.

Based on data collected from FY 2018-19, the target population will present the following symptoms upon admission will include moods and emotional regulation (92%), self-harm (82%), anger and aggression (44%), psychotic symptoms (19%), and co-occurring substance use disorders (about 30%).

Adolescents will include those from all payor sources: Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, indigent/uninsured clients, and those with private insurance.

Adolescents may be admitted on either a voluntary or involuntary basis, and may be Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and/or the indigent/uninsured. Referrals are received from DBH and other COUNTY Departments, subcontracted providers with DBH, hospital emergency departments, Juvenile Justice Campus (Fresno County's detention facility for adolescents), as well as other counties and agencies. Adolescents covered by private insurance will be accepted via our contracts with and referrals from Kaiser

Permanente, and other insurers (Anthem Blue Cross, Avante Behavioral Health Plan, Cigna Behavioral Health, Magellan, Aetna, Blue Shield, Federal Blue Shield, Beacon Health Options, and MHN, the behavioral health subsidiary of Health Net, Inc. etc.)

Fresno County residents shall receive top priority for admission. During the prior contract term, CONTRACTOR contracted with six (6) additional counties, and was also able to serve adolescents from Kern, Tulare, Madera, Merced, Mariposa and Stanislaus counties. CONTRACTOR shall continue to subcontract with these counties to provide admittance for their respective adolescents. CONTRACTOR will continue to be responsible for contracting with other County Mental Health Plans and healthcare coverage organizations to serve their referrals. CONTRACTOR will work with Fresno County Mental Health Plan (FCMHP) to understand the presumptive transfer process and how to admit adolescents who are medically covered through another county yet residing in Fresno County at the time of need for inpatient psychiatric services.

LOCATION OF SERVICES:

CONTRACTOR will operate the Adolescent PHF located in COUNTY Building 319 at 4411 E. Kings Canyon Road, Fresno, CA 93702, pursuant to a separate lease agreement between COUNTY and CONTRACTOR effective for the same contract term as this Agreement. This lease agreement will be executed at the same time as this Agreement.

CONTRACTOR will work with COUNTY and DBH Facilities Unit to ensure the site meets and maintains physical plant requirements for a PHF under CCR Title 22, Division 5, Chapter 9, Article 5 and applicable Health and Safety Codes.

COUNTY is exploring possible alternative locations for its programs currently located on the University Medical Center (UMC) Campus on Kings Canyon. CONTRACTOR will be expected to work with COUNTY in the relocation of Adolescent PHF services in the event that a different site is identified during the term of this Agreement. CONTRACTOR shall communicate and coordinate with COUNTY during any such transition and perform a walk-through of any new identified site to address facility design, service requirements, etc. and will implement any standardized expectations for naming, branding and communications.

HOURS OF OPERATION

The Adolescent PHF shall be operated 24/7 with appropriate staffing ratios as per CCR Title 22 requirements (Division 5, Chapter 9, Article 3).

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.

Medical staff shall be under the supervision of CONTRACTOR's Medical Director. A physician shall be on-call at all times, and contract psychiatrists shall provide weekend coverage. A Registered Nurse (RN) and/or Licensed Vocational Nurse (LVN) shall be awake and on duty at all times. The PHF Clinical Director, a Licensed Marriage and Family Therapist (LMFT) staff member shall supervise social workers and rehab staff.

RAMP-UP AND SERVICES START DATE

CONTRACTOR shall be prepared to continue providing adolescent inpatient PHF services on July 1, 2020. A few new services (not included in the prior contract term) will require ramp-up as discussed herein below.

Remodel and Equipment Replacement Plan:

The following items will be acquired or finalized during the first year of this Agreement contract term.

- Replace older office furniture and information technology equipment including desktops and monitors.
- Begin recruitment to hire additional new positions of Discharge Coordinator and Transitional Age Youth (TAY) Peer Support Specialist, including all required background checks.
- Complete other new staff hiring.
- Complete onboarding, orientation and training of new staff.
- Implementation of Child Adolescent Fellowship Program rotation which is further outlined herein below.

CONTRACTOR will work closely with DBH staff to seamlessly relocate the Adolescent PHF services in the event that a different site is identified during the contract term.

PROJECT DESCRIPTION:

CONTRACTOR shall operate an Adolescent PHF to serve up approximately 684 (57/month) clients for each twelve (12) month period of this Agreement. Services include intensive, acute care, trauma-informed residential treatment to adolescents. CONTRACTOR will provide services for up to sixteen (16) adolescents at any given time. The Adolescent PHF shall provide acute psychiatric inpatient hospitalization, coordinated discharge planning, and effective linkages to post-hospital outpatient mental health treatment programs and other supportive services for adolescents and their families.

CONTRACTOR shall be responsible to comply with the requirements of the FCMHP and must complete and submit supporting documentation for all admissions regardless of payer source to the FCMHP. The FCMHP will perform a utilization review of all admissions to determine that the documentation demonstrates medical necessity criteria, as defined by the State of California Department of Health Care Services (DHCS). The 16-bed facility will be licensed by DHCS and shall meet all regulations required for operating a psychiatric health facility W&I Code 4080 Article 3; Health and Safety Code 1250.2 and meet Medi-Cal certification by the FCMHP.

CONTRACTOR shall be responsible to enter all Client Service Information (CSI), admission data and billing information into the COUNTY DBH electronic health record (EHR) system (currently AVATAR) and will be responsible for any and all audit exceptions pertaining to the delivery of services.

CONTRACTOR’S RESPONSIBILITIES:

A. RESPONSIBILITIES

1. Management and alleviation of the adolescent’s acute psychiatric symptoms to allow them to be discharged to a less restrictive level of care.
2. Clinical program shall be recovery/strengths based.
3. Adolescent PHF shall be staffed with appropriate professional staff 24/7.
4. Services shall be provided in a safe, secure and structured environment that promotes the adolescent’s wellness and recovery, including connections to family and community.
5. Services shall include comprehensive multi-disciplinary evaluation and a client-centered care plan for each adolescent.
6. CONTRACTOR shall provide appropriate dietary services in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077. A dietician shall be utilized for menu planning and assessment for special dietary needs, consistent with Title 22 requirements.
7. CONTRACTOR shall have admission procedures in place for voluntary and involuntary clients.
8. Treatment Planning – CONTRACTOR staff shall provide the following services captured in written assessment and care plans:
 - a. Mental Status Examination
 - b. Medical Evaluation
 - c. Psycho-Social Assessment
 - d. Nursing Assessment
 - e. Multi-Disciplinary Milieu Treatment Program
 - f. Individualized Focused Treatment Planning
 - g. Aftercare Planning
9. Staffing:
 - a. CONTRACTOR’s staffing pattern and all staff working at the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations for Psychiatric Health Facilities. All staff, which requires state licensure or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.
 - b. All CONTRACTOR’s facility staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the FCMHP

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

- c. CONTRACTOR's Peer and/or Family Support staff shall be available to help educate, support, and advocate on behalf of the adolescents and their families during the hospitalization and will assist with discharge planning and the transition to follow-up care.

10. Medical Records and Mandated Reporting:

- a. CONTRACTOR shall be responsible to enter all CSI, admission data and billing information into COUNTY DBH's AVATAR and will be responsible for any and all audit exceptions pertaining to the delivery of services.
- b. CONTRACTOR will be responsible for "release of information" requests for the PHF and shall adhere to applicable federal and state regulations.
- c. CONTRACTOR shall report information and admission/discharge data to OSHPD and meet the submission deadlines of June 30 and December 31 each calendar year.

11. Organized Clinical Staff – CONTRACTOR's clinical staff will be licensed mental health professionals as well as rehabilitation therapists with appropriate education, credentialing and experience to reach status as a Qualified Mental Health Professional (QMHP).

12. Pharmaceutical and Medication Services – CONTRACTOR shall implement medication controls required by a licensed PHF for pharmaceutical and medication services. CONTRACTOR shall have policies, procedures and physician/nursing protocols in place regarding medication labeling, storage/security, orders, use of medication carts, administration, polypharmacy, and monitoring.

13. Physical Health Care – CONTRACTOR will contract with a primary care physician and a registered dietician. CONTRACTOR will provide a full health history to each adolescent upon admission. CONTRACTOR will have a written agreement with one or more acute care hospitals to provide services for youth requiring additional services.

14. Schedule of Active Therapies - CONTRACTOR shall provide a daily schedule of therapeutic activities that will be provided as part of the clinical treatment program. The schedule shall include wellness education with motivational support, psycho-social, and life skill building groups on varied topics, family therapy, creative expressive arts, recreational and fitness programs. The treatment team is expected to schedule the adolescent's participation activities tailored to each

individual's needs. There will also be daily meetings among the staff and adolescents for general education and guidance about unit activities and to collectively address milieu living issues.

15. Utilization Review, Billing and Cost Report:

- a. CONTRACTOR shall notify DBH of any admission of a COUNTY client within twenty-four (24) hours or the next business day in a manner approved by the COUNTY. The notification method shall be mutually acceptable by both COUNTY and CONTRACTOR.
- b. CONTRACTOR shall be responsible to ensure that documentation in the adolescent's medical record meets medical necessity criteria for the hours of service submitted to COUNTY for reimbursement by federal intermediaries, third-party payers, and other responsible parties.
- c. CONTRACTOR shall enter all mental health data and billing information into the COUNTY DBH's EHR and will be responsible for any and all audit exceptions pertaining to the delivery of services. **For Medi-Cal billing denials by the State, CONTRACTOR will maintain an error rate no greater than five percent (5%).**
- d. CONTRACTOR shall submit a complete and accurate DHCS/Short-Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within ninety (90) days following the end of each fiscal year.
- e. CONTRACTOR shall ensure that cost reports are prepared in accordance with general accounting principles and the standards set forth by the DHCS and the COUNTY.

16. Patient's Rights and Certification Review Hearings:

- a. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations Section 438.100.
- b. CONTRACTOR shall allow access to COUNTY clients by the Patients' Rights Advocate designated by the COUNTY.
- c. CONTRACTOR shall conduct Mental Health Certification Review Hearings in accordance with regulations in a location within the facility that allows for confidentiality and is compatible with and is least disruptive to the treatment being provided to the COUNTY patient.

17. Grievances and Incident Reports - CONTRACTOR shall log all grievances and the disposition of all grievances received from an adolescent or their family in accordance with the FCMHP, as indicated in Exhibit H. CONTRACTOR shall provide a summary of the grievance log entries concerning COUNTY clients to the DBH Director, or designee, at monthly intervals, by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon between COUNTY and

CONTRACTOR. CONTRACTOR shall post signs, provided by the COUNTY, informing the adolescents of their right to file a grievance and appeal.

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

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

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

B. OBJECTIVES

CONTRACTOR shall provide the following objectives:

1. Safe and Secure Environment – CONTRACTOR shall provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with acute psychiatric disorder in a safe and secure environment. All staff will be trained and certified by a nationally recognized assault crisis training that is principally focused on crisis prevention and de-escalation.
2. Provide the appropriate type and level of staffing to provide for a clinically effective program design.
3. Provide an intensive treatment program which has individualized client care plans.
4. Stabilize adolescents as soon as possible in order to assist them in their recovery from their acute mental illness crisis.
5. Effectively partner with other programs in the crisis service system of care in accepting COUNTY adolescents for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to ensure appropriate ongoing outpatient specialty mental health treatment services will be provided post-release.
6. Identify COUNTY adolescents with frequent admissions during the fiscal year and develop strategies with other COUNTY and community agencies to reduce readmissions.
7. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist adolescents to be discharged to a lower level of care, as soon as clinically appropriate.

8. Work to integrate mental health and substance use disorder services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery via the County Comprehensive Continuation Integrated System of Care (CCISC) as mentioned within this Agreement.

C. Direct Admissions to the PHF

Regarding direct admissions to the PHF from COUNTY DBH programs or its subcontracted providers, CONTRACTOR agrees to the following:

1. To allow direct admits from COUNTY DBH programs or its contracted providers, when PHF beds are available.
2. Said direct admits shall not require medical clearance. However, in the event a referred client is known to possess a contagious medical condition, said patient shall be medically cleared by a local hospital prior to admission to the PHF operated by CONTRACTOR.

D. Court Testimony for PHF Adolescents

Regarding the provision of court testimony related to PHF patients, CONTRACTOR shall identify CONTRACTOR's appropriate staff to provide court testimony relevant to PHF clients, when required.

E. Cultural Competency

Regarding the PHF program and Cultural Competency, CONTRACTOR agrees to the following:

CONTRACTOR refers to cultural competency as *cultural attunement* to remind staff of the key values of humility, open-mindedness, avoiding assumptions, and *lifelong learning* about others from diverse backgrounds versus a focus on achieving one-time competence.

F. Child-Adolescent Fellowship Program

CONTRACTOR agrees to the following:

CONTRACTOR's Medical Director will work with the COUNTY's DBH Medical Director as well as the Medical Director of the University of California, San Francisco (UCSF) to plan and coordinate for the Child-Adolescent Fellowship Program.

CONTRACTOR is prepared to accept two (2) Fellows/year (one at a time, each for a 6-month rotation) as well as Residents (one at a time, each for a 2-month rotation). The number of fellows and residents will be negotiated with DBH. Stipend payments would be provided by the COUNTY under a yet to be determined and executed contract between COUNTY DBH and

UCSF.

CONTRACTOR is willing to provide supervision for the Fellowship via the PHF Medical Director, as well as from a licensed PHF Administrator and Clinical Director. The Fellowship's Acting Attending will consult and co-sign all medical documentation, and the PHF Administrator will consult and co-sign all clinical notes.

CONTRACTOR will work with UCSF and/or the COUNTY's Designated Supervisor, if requested, to implement and carry out the Child-Adolescent Fellowship Program.

G. Staffing Training:

CONTRACTOR has developed rich and comprehensive training plans that meet the PHF requirement of 47 hours of staff training. CONTRACTOR staff shall participate in comprehensive and on-going training that includes, but is not limited to:

- 1) New Hire Orientation,
- 2) CONTRACTOR's Core Practices for Clinical Excellence in Mental Health Services Delivery, and
- 3) CONTRACTOR's course catalogue offerings of elective topics available through e-learning or classroom trainings.

PHF staff will also be intensively trained in practices critical to the delivery of PHF services, and treatment staff will receive additional training in Evidence Based Practices (EBPs). All staff will be required to participate in any DBH trainings and meetings.

In addition to the above, staff receive a full calendar of training topics including cultural attunement training as it relates to various cultures and backgrounds, including recovery, LGBTQ, youth, homeless and monolingual persons. All new staff shall participate in an overview of cultural attunement. Employees shall also attend the *annual Re-Orientation Training* and take a quiz to measure understanding. Training is conducted using the state *Health Equity and Multicultural Diversity Training* (HEMCDT). At the PHF, direct service providers will be required to attend at least eight (8) hours of cultural competency training annually, reported to DBH as required.

Additional PHF-specific trainings include: *Emergency Procedures and Non-Violent Crisis Intervention*: including training in *Pro-ACT* and the use of restraints, how to contact emergency personnel, as well as training in CPR, First Aid, and Emergency Management Plans.

H. Peer Support Resources

CONTRACTOR includes Peer/Family Advocates/Parent Partners and youth mentors, and many other staff with lived experience as part of PHF services.

CONTRACTOR values Peer Support Staff with lived experience because of their unique ability to *engage* with families from a place of shared experience. They also offer fresh and insightful perspectives about service delivery issues such as access, respect, autonomy, and

quality of care. They also reinforce the innate potential for recovery, so critical during a family crisis.

CONTRACTOR's PHF Family Advocate helps to educate, support and advocate on behalf of adolescents and families and assists with discharge planning and the transition to follow-up care. They help lead Family Services, facilitating groups and working one-on-one with the adolescents and families to articulate their voice and choice in the treatment process.

CONTRACTOR will add a Transitional Age Youth (TAY) Peer Specialist role to the PHF services during this Agreement. This position will utilize a young adult (between the ages of 18 and 25) with lived experience in recovery. The TAY Peer Specialist will play a key role in engaging with and articulating the voice of adolescents, from the perspective of someone who has "been there."

CONTRACTOR's Peer Staff undergo the same *Core Practices* training as all other staff, and also complete the CONTRACTOR's *Peer Staff Career Ladder* training on family and client voice and choice, identifying strengths, engagement strategies, communication and clarification strategies, uncovering and understanding differences in perception, addressing stigma and conveying hope. This curriculum is designed to enhance peer skills, increase confidence, and help peers make a career of assisting others. They are supervised by the Clinical Director, and supervision can consist of one-on-one supervision, during meetings or be situationally based. Hours of supervision may vary, typically, one (1) hour per week.

I. Discharge Coordinator

CONTRACTOR will have a Discharge Coordinator in the new Adolescent PHF. This position will have primary responsibility for organizing discharge information and facilitating the discharge of patients at the PHF; a process that begins at assessment and unfolds throughout stay. Will participate in interdisciplinary meetings, collaboration and communication with outside partners and resources, and with preparing clients for facility release.

J. Program Outcomes/Performance Outcomes Measures

CONTRACTOR's Research and Program Practices (RPP) Department works closely with the PHF to track and analyze COUNTY and DHCS-determined performance measures and develops additional standardized and agency-specific assessment and outcome tools, satisfaction surveys, and other meaningful performance measures, as needed.

CONTRACTOR is using its current EHR, 'myEvolv', by Netsmart Technologies Inc. CONTRACTOR is open to switching to the COUNTY's EHR known as AVATAR. If CONTRACTOR decides to transition to the use of AVATAR, COUNTY and CONTRACTOR will coordinate for an Amendment regarding usage and fees for access and maintenance of COUNTY's EHR.

Data tracked for the PHF program evaluation comes from varied sources, including:

- 1) PHF EHR data entered by program staff regarding client registry (demographics, clinical profile, etc.), service utilization (incoming referrals, admit/discharge dates, outgoing referrals and linkages); and risk behavior incident reports;
- 2) Exit interviews and survey methodologies to capture additional information and

perspectives, including satisfaction with the service and perceptions of results, from adolescents, families and/or agency partners;

3) System of care data set analyses to assess patterns (including repeat use) of crisis/hospital and other high-end services relative to community services and supports by adolescents before and after their PHF service episodes.

The following table details the *indicators* CONTRACTOR anticipates tracking over the next contract period, with the understanding that final measures will be agreed upon between COUNTY and CONTRACTOR.

See outcome tables on the following pages.

Indicator (Type and Target)	Who Applied	Time of Measure	Data Source	Target Goal Expectancy
<p>ACCESS</p> <p>Time between receipt of a referral to the PHF and contact with the referring agency.</p> <p>Time between referral and admission to the PHF.</p>	<p>Intake Staff (Nursing Dept)</p>	<p>Admission</p>	<ul style="list-style-type: none"> • Packet Tracker • SBHG EMR 	<p>% Referrals responded to within 1 hr. Average length of response time.</p> <p>% Referrals admitted to PHF within 24 hrs. Average length of referral to admission time.</p>
<p>ACCESS & EFFICIENCY</p> <p>Denial rate of admissions when a bed is available</p> <p>Denial rate of PHF days not meeting Medi-Cal necessity criteria per utilization review.</p>	<p>Internal & External QA/UR</p>	<p>Admissions & Days in Setting</p>	<ul style="list-style-type: none"> • Packet Tracker • Internal & County UR 	<p>% Denials of admissions when bed is available will not exceed 20%</p> <p>% Denials for PHF days due to not meeting medical necessity will not exceed 5%</p>
<p>EFFECTIVENESS</p> <p>Reduced high-risk behaviors and associated incidents.</p>	<p>PHF Psychiatrist, Nurses & Social Workers</p>	<p>BPRS at admission, every three days, discharge (DC)</p> <p>IRs completed at time of incidents</p>	<ul style="list-style-type: none"> • Brief Psychiatric Rating Scale (BPRS) • SBHG EMR Incident Report (IR)Tracking 	<p>Majority of clients will show reductions in one or more individualized target behaviors by discharge (new tool -- we will set baseline by Jan. 1, 2020).</p> <p>IRs (esp. those related to aggression, suicidality) will continue at low rates per 1000 patient days as in prior years.</p>
<p>EFFECTIVENESS</p> <p>Acquisition of coping, communication and community life skills.</p>	<p>PHF Psychiatrist, Nurses & Social Workers</p>	<p>Discharge (DC)</p>	<ul style="list-style-type: none"> • EMR DC Status Form • Client/Family DC Interviews/ Surveys 	<p>Majority of clients will have met all/some of their treatment goals and the majority of both clients and caregivers will report improved capacities by discharge</p>

Indicator (Type and Target)	Who Applied	Time of Measure	Data Source	Target Goal Expectancy
<p>EFFICIENCY</p> <p>Average length of stay.</p>	Internal QA	Admission to Discharge	<ul style="list-style-type: none"> Avatar CONTRACTOR EHR 	<p>Average length of stay will remain stable, similar to prior years (average of 6 days).</p> <p>% of those who discharge within 10 days does not exceed 90%.</p>
<p>EFFECTIVENESS & EFFICIENCY</p> <p>Collaborative approaches and treatment strategies to reduce hospital readmission of clients, esp. among those with frequent PHF readmissions.</p>	PHF Nursing/Clinical & QA Leaders & Treatment Staff (in collaboration w/ external entities)	Varied QI Projects Undertaken Annually	<ul style="list-style-type: none"> Varied QI Projects (Recidivism data from County and/or EMR; project specific tracking logs are also used) 	<p>Varied per QI Project</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> % clients introduced to WRAP % clients w/ family sessions % clients/families endorsement of service approach on DC surveys % readmitted within 30 days of DC
<p>EFFECTIVENESS & EFFICIENCY</p> <p>Effective discharge planning as demonstrated by referral and linkage to other DBH programs, community providers and other community resources.</p>	PHF Nursing/Clinical & QA Leaders & Treatment Staff (in collaboration w/ external entities)	DC planning starts at admission and continues daily through DC to Aftercare linkages	<ul style="list-style-type: none"> CONTRACTOR EHR Aftercare Plan CONTRACTOR EHR DC Status Form Post DC follow-up phone interviews* 	<p>Majority (85%) of PHF clients return to a home/family setting</p> <p>Majority (85%) of PHF clients DC with at least 2 referral/linkages to community resources & supports.</p> <p>COUNTY also tracks KPIs related to timely uptakes to next-on services (e.g., 7 days, 48 hrs.).</p>
<p>CUSTOMER SATISFACTION</p> <p>Multiple Protocols & Survey Items</p> <p><i>Examples:</i></p> <p>(Client) “More confident now, after being in the program, in my ability to recover and cope with mental health problems.”</p> <p>(Caregiver) “Family received the help we needed for our child.”</p>	<p>Family Advocate and/or PHF Psychiatrist</p> <p>QA/Others TBD</p>	Client/Family: Discharge & (possibly) Post DC Interviews/Surveys	<ul style="list-style-type: none"> Youth Survey Caregiver Survey Post DC follow-up phone interviews* Agency Partner Surveys 	<p>Performance benchmark is 85% items endorsed positively.</p> <p>Items or areas that fall below benchmark are reviewed and prioritized for QI.</p>

Indicator (Type and Target)	Who Applied	Time of Measure	Data Source	Target Goal Expectancy
(Agency Partner) “The program provides a needed level of care in the community.”				

* Post discharge (DC) protocols are developed and available; we are assessing whether the team has capacity to sustain the data gathering process, which is time-consuming. Pilot testing results will be available after January 1, 2020.

COUNTY RESPONSIBILITIES:**COUNTY shall:**

1. Perform a utilization review (through its FCMHP) of all admissions to determine that the documentation demonstrates that medical necessity criteria as defined by DHCS was met for each period of the admission, except for the episode of discharge.
2. Provide oversight (through COUNTY DBH) of the CONTRACTOR's PHF program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with DHCS in regard to program administration and outcomes.
3. Assist the CONTRACTOR in making linkages with the entire behavioral health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
4. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR's staff and will be available to the contractor for ongoing consultation.
5. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of this Agreement on a monthly basis, or as requested by COUNTY. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
6. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the CONTRACTOR's efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to CONTRACTOR:
 - A. Technical assistance to CONTRACTOR regarding cultural competency requirements and sexual orientation training.
 - B. Mandatory cultural competency training including sexual orientation and sensitivity training for CONTRACTOR personnel, at minimum once per year. COUNTY will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender, and queer (or questioning) (LGBTQ) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
 - C. Technical assistance for CONTRACTOR in translating behavioral health and substance use disorder services information into DBH's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.

COUNTY OF FRESNO

CLEANING STANDARDS AND REQUIREMENTS

General – Applies to Most County Facilities

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

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

Hours of Service

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

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

Cleaning Requirements

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

Frequency (examples)

D-Daily

W-Weekly

M-Monthly

Q-Quarterly

SA-Semi-Annually

A-Annually

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

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

AN - As Needed (as determined by the County)

AR - As Requested

Routine and Periodic

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

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

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

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

Elevators

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

Periodic -

Exterior

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

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

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

Floors

Hard Surface Floors

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

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

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

Routine - Resilient and Hard Tile:

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

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

Dust mop floors with a wide, treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil 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.

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

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

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

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

Machine scrub restroom floors with a disinfecting detergent cleaner.

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

Finish Requirements:

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

Carpeting

Routine -

Completely vacuum all high traffic areas.

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

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

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

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

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

Carpet extraction is to be done according to the periodic schedule

Furniture

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

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

Set-up conference rooms when requested by building occupants.

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

Maintenance

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

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

6. Carpet tears that pose a trip hazard.
7. Loosened floor tiles.
8. Cracked or broken windows.
9. Door locking problems.
10. Pests (e.g. spiders, ants, roaches, mice)

Miscellaneous

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

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

Restrooms

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

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

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

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

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

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

Stairways/Stairwells

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

Scrub and sanitize hand rails.

Periodic -

Supplies

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.

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
Trash Can Liners	manufactured using 30% recycled materials and of good grade 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

Stocking Dispensers

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

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

Surfaces

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

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

General Surface cleaning requirements include:

- **Ash Trays** - Empty and Clean outside ashtrays, if applicable
- **Brass and Chrome** – Polish (brass, chrome, etc.) doorknobs, handrails, kick plates and push plates on doors or other pieces of door trim. Use a cloth and polish, wipe film dry.
- **Chalkboards and Whiteboards** - Chalkboards and white boards should only be cleaned upon request and with appropriate cleaner provided by the user department. Trays should be cleaned with a suitable cleaner.

- **Drinking Fountains** - Clean drinking fountains with germicidal detergent to sanitize. Remove calcium deposits with an environmental stain remover. Wipe off with a dry cloth, then polish and wipe dry. If drinking fountain drain is slow, report it to maintenance.
- **Glass** - Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass. Contractor shall clean all interior glass partitions, inside exterior glass, display cases, mirrors,

Periodic

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

Trash and Recycling

Trash Pick-Up and Removal

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

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

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

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

Recycling

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

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

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

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

Windows and Window Coverings

Routine - See "Surfaces" section regarding general glass cleaning.

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

Clean/dust all window coverings.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Mail the completed form to:

County of Fresno
Attn: ISD Lease Services (FL-100)
Internal Services Department
2220 Tulare Street, Suite 2100
Fresno, CA 93721-2106

(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:	