

FACILITY USE AGREEMENT

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

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a qualified agency to operate its sixteen (16) bed adult acute inpatient psychiatric health facility (PHF); and

WHEREAS, COUNTY has reached agreement with EXODUS to operate an Adult Psychiatric Health Facility; and

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

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

1. PREMISES - COUNTY currently owns approximately 14,318 square feet of office space at the location commonly known as 4411 E. Kings Canyon, Fresno, California 93702 (Building 319) as shown in Exhibit A, where COUNTY currently operates its Adult Psychiatric Health Facility (the "Existing Office"). COUNTY also currently leases, but does not yet occupy the location commonly known as Heritage Centre, approximately located at 3151 N. Millbrook, Fresno, CA 93726, also shown in Exhibit A, where COUNTY plans to relocate its Adult PHF (the "Future Office"). The Existing Office and the Future Office shall collectively be referred to in this Agreement as the "DBH Adult PHF Office," or "the Premises".

2. TERM AND TERMINATION - The initial term of this Agreement shall be for the period of July 1, 2022, through June 30, 2025 (the "Initial Term"). After the Initial Term, this Agreement will renew automatically for two (2) consecutive one-year periods, upon the same

1 terms and conditions herein. Automatic renewal will occur unless either Party provides ninety
2 (90) days written notice of non-renewal prior to the end of the Initial Term or the then-current
3 renewal term of this Agreement. In no event shall the term of this Agreement extend beyond
4 June 30, 2027.

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

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

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

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

26 COUNTY shall make the Premises available in "as is" condition.

27 6. MAINTENANCE AND REPAIRS OF PREMISES - COUNTY shall be responsible for
28 the structural condition of the Premises and for all exterior and interior maintenance, including

1 but not limited to, the air conditioning, heating, plumbing, electrical, roof, painting, landscaping
2 and parking lot. COUNTY covenants that, insofar as only the aforementioned items are
3 concerned, the Premises shall be maintained in substantially the same condition as that
4 existing at the commencement of this Agreement.

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

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

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

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

20 8. ENFORCEMENT OF AGREEMENT - If EXODUS defaults on any of the covenants
21 or agreements contained in this Agreement, COUNTY shall give written notice of such default
22 to EXODUS, and EXODUS shall have thirty (30) days from the date the written notice is sent
23 to cure such default. If EXODUS does not cure the default within thirty (30) days, COUNTY
24 may, at its option, at any time after such default or breach and without any demand on or
25 notice to EXODUS or to any other person, of any kind whatsoever, re-enter and take
26 possession of the Premises and remove all persons or property therefrom, and EXODUS
27 waives any legal remedy to defeat COUNTY'S rights and possessions hereunder. However,
28 nothing contained herein shall prevent COUNTY from seeking any other legal or equitable

remedies in a court of law which arise from such breach or default.

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

COUNTY OF FRESNO:

Director of Internal Services/CIO
Internal Services Department - (FL-125)
333 W. Pontiac Way
Clovis, CA 93612
Fax: (559) 600-5927

EXODUS RECOVERY, INC.

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

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

10. **HOLD HARMLESS** - EXODUS agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by EXODUS, its officers, agents, affiliates, or employees under this Agreement, and

1 from any and all costs and expenses (including attorney's fees and costs), damages, liabilities,
2 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
3 or damaged by the performance, or failure to perform of EXODUS, its officers, agents,
4 affiliates or employees under this AGREEMENT.

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

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

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

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

24 b. Property Insurance – Against all risk of loss to COUNTY property, at full
25 replacement cost with no coinsurance penalty provision, naming COUNTY as
26 an additional loss payee.

27 c. Automobile Liability - Comprehensive Automobile Liability Insurance with
28 limits of not less than One Million Dollars (\$1,000,000.00) per accident for

1 bodily injury and for property damages. Coverage should include any auto
2 used in connection with this Agreement.

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

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

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

21 EXODUS shall obtain endorsements to the Commercial General Liability insurance
22 naming the County of Fresno, its officers, agents, and employees, individually and collectively,
23 as additional insured, but only insofar as the operations under this Agreement are concerned.
24 Such coverage for additional insured shall apply as primary insurance and any other
25 insurance, or self-insurance, maintained by, COUNTY, its officers, agents, and employees
26 shall be excess only and not contributing with insurance provided under EXODUS' policies
27 herein. This insurance shall not be cancelled or changed without a minimum of thirty (30)
28 days advance written notice given to County.

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

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

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

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

28 COUNTY shall maintain during the term of this Agreement the following policies of

insurance, which coverages may be provided in whole or in part through one or more programs of self-insurance:

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

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

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

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

14. SURRENDER OF POSSESSION - Upon the expiration or termination of this Agreement, EXODUS shall surrender the Premises to COUNTY in such condition as existing

1 at the commencement of this Agreement, less reasonable wear and tear, and less the effects
2 of any breach of COUNTY'S covenant to maintain. EXODUS will not be responsible for any
3 damage which EXODUS was not obligated hereunder to repair.

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

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

25 The Parties acknowledge that California Constitution, Article XIID (also known as
26 Proposition 218), § 2 provides as follows: '(b) 'Assessment' means any levy or charge upon
27 real property by an agency for a special benefit conferred upon the real property. 'Assessment'
28 includes, but is not limited to, 'special assessment,' 'benefit assessment,' 'maintenance

assessment' and 'special assessment tax[;...] (e) 'Fee' or 'charge' means any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service[; ... and] (g) 'Property ownership' shall be deemed to include tenancies of real property where tenants are directly liable to pay the assessment, fee, or charge in question.' Accordingly, the Parties agree that this Agreement creates and include a tenancy of real property, which shall be deemed to be a 'property interest' subject to assessments, or fees or charges under California Constitution, Article XIID, § 2. In this regard, under this Agreement, EXODUS acknowledges and agrees that (1) the tenancy of real property created and included by this Agreement is subject to assessments, and fees and charges within the meaning of California Constitution, Article XIID, § 2, and (2) EXODUS (i.e., the party in whom the tenancy of real property is vested) shall, at its sole cost and expense, be subject to the direct payment of such assessments, and fees and charges levied on such interest, and shall directly pay any and all such assessments, and fees and charges levied on such interest, and any interest, penalties, or charges thereon for EXODUS' late payment of, or failure to pay such amounts when they are due and payable.

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

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

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

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

19. NON-ASSIGNMENT - Neither Party shall assign, transfer or sub-contract this

1 Agreement, nor their rights or duties under this Agreement, without the prior written consent of
2 the other Party.

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

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

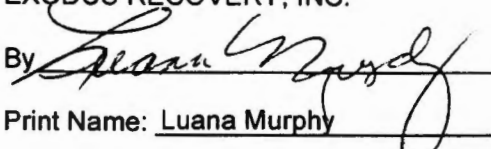
9 Members of EXODUS' Board of Directors shall disclose any self-dealing transactions
10 that they are a party to while EXODUS is providing goods or performing services under this
11 Agreement. A self-dealing transaction shall mean a transaction to which the EXODUS is a
12 party and in which one or more of its directors has a material financial interest. Members of
13 the Board of Directors shall disclose any self-dealing transactions that they are a party to by
14 completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit D) and submitting
15 it to the County of Fresno prior to commencing with the self-dealing transaction or immediately
16 thereafter.

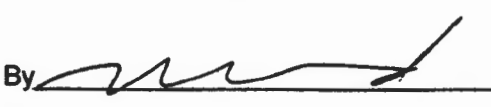
17 22. AUTHORITY - Each individual executing this Agreement on behalf of EXODUS
18 represents and warrants that that individual is duly authorized to execute and deliver this
19 Agreement on behalf of EXODUS, and that this Agreement is binding upon EXODUS in
20 accordance with its terms. The terms of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

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

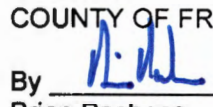
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first hereinabove written.

EXODUS:
EXODUS RECOVERY, INC.

By 
Print Name: Luana Murphy
Title: President/CEO
Chairman of Board, or President
or and Vice President

By 
Print Name: LeeAnn Skorohod
Title: Corporate Secretary/COO
Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

COUNTY:
COUNTY OF FRESNO

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

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

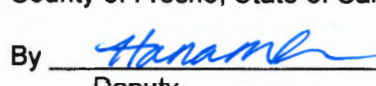
By 
Deputy

Exhibit A

Existing Office

4411 E. Kings Canyon, Fresno, California 93702

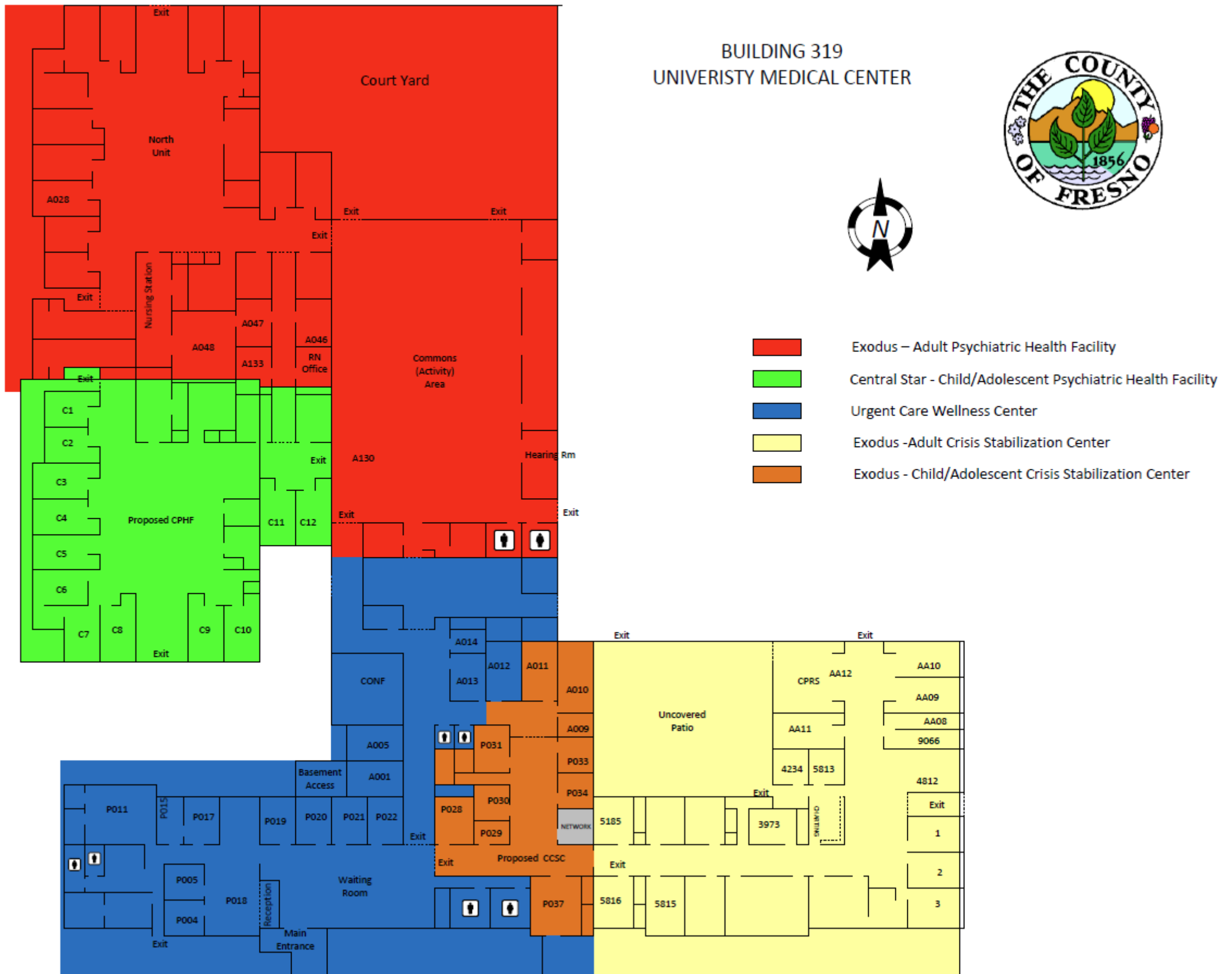
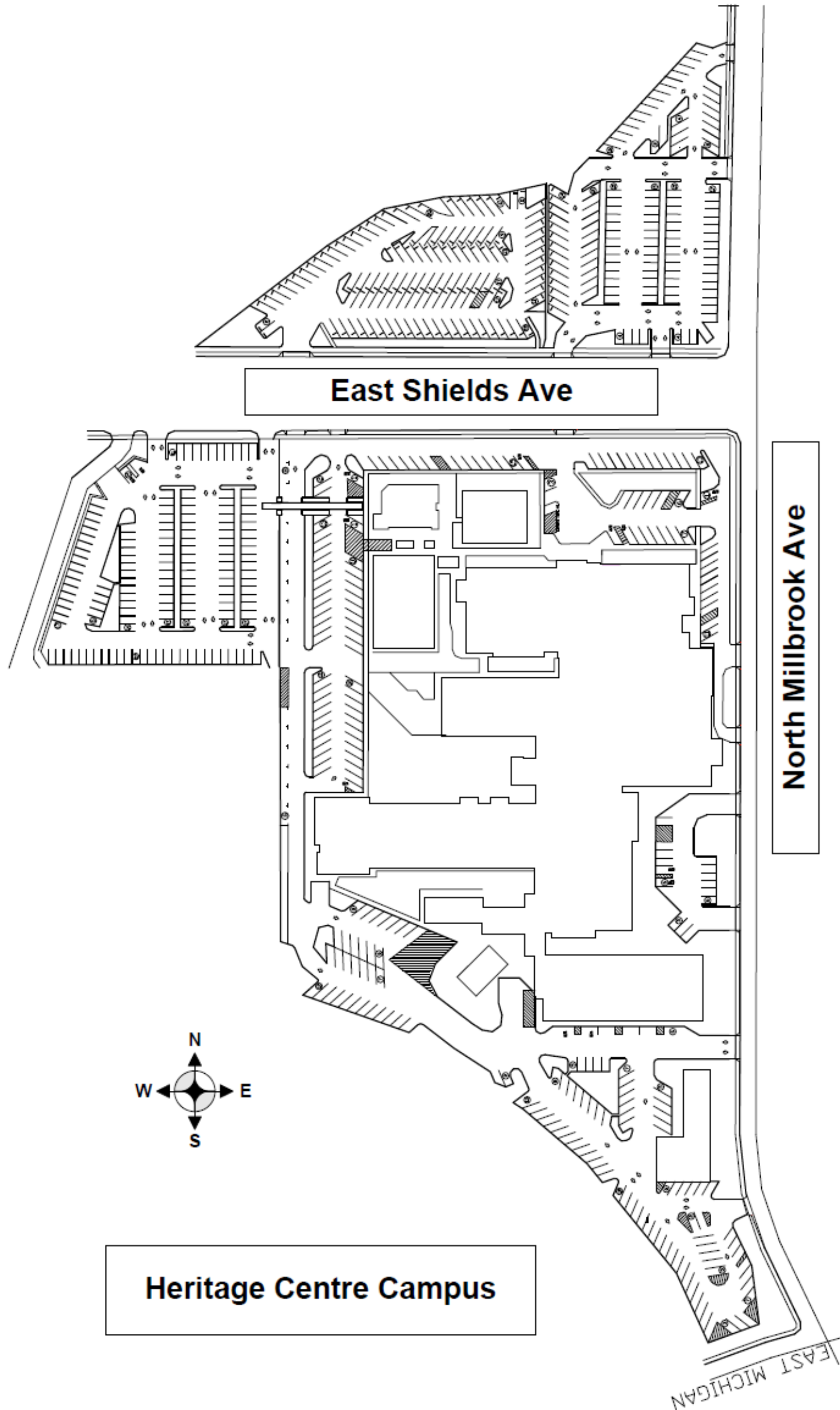


Exhibit A - Continued

Future Office

3151 N. Millbrook, Fresno, CA 93726



ACUTE INPATIENT PSYCHIATRIC HEALTH FACILITY (PHF)**SCOPE OF WORK**

ORGANIZATION: Exodus Recovery, Inc.

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

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

SERVICES: Acute Inpatient Psychiatric Services

CONTACT: Luana Murphy, President/CEO

PHONE NUMBER: (310) 945-3350

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

I. SCHEDULE OF SERVICES:

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

II. TARGET POPULATION:

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

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

Medical clearance in keeping with community standards of care will be required for referred clients where there are indicators of an acute medical condition as determined

by a medical screening. In the event a referred client is known to possess a contagious medical condition client shall be medically cleared by a local hospital prior to admission to the PHF operated by CONTRACTOR.

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

III. CONTRACTOR'S RESPONSIBILITIES:

CONTRACTOR shall provide the following:

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

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

18. Staffing

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

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

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

- a. The CONTRACTOR can develop and implement a medical records system which meets all State and Federal requirement and clearly documents medical necessity for both treatment and billing services. Medical records shall be kept in such a manner as to comply with the Fresno County Quality Improvement standards and Federal and State quality standards. Fresno County has an electronic medical record system, and the expectation is that the CONTRACTOR will participate in this record keeping system if they do not have their own system in place.
- b. CONTRACTOR will be responsible for accommodating appropriate and legal "release of information" requests for the facility and shall adhere to applicable Federal and State regulations in providing protected health information per such requests.
- c. CONTRACTOR will be required to provide mandated reporting of client information and admission/discharge data to the OSHPD and meet the submission deadlines on June 30 and December 31 each calendar year.

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

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

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

23. CONTRACTOR shall provide a safe and secure environment to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with an acute psychiatric disorder. CONTRACTOR shall utilize cost containment strategies for the provision of stock and prescription medications to clients (i.e., use of prescription assistance program, contracting with a pharmaceutical benefits management company, etc.).

24. CONTRACTOR shall use the Department's current medication formulary for consistency purposes in the event that clients are discharged from the PHF and potentially linked to other outpatient programs within the Department. In addition, the CONTRACTOR shall execute a contract with a pharmaceutical benefit management (PBM) company or pharmacy. The CONTRACTOR will not use, or be a part of, the Department's current agreement for PBM services. The injectables currently utilized are Haldol and Prolixin.
25. CONTRACTOR shall integrate mental health and substance use disorder services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. CONTRACTOR shall develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be achievable and realistic for the program, based on the self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:
- a. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
 - b. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;
 - c. Improvement in routine integrated screening, and identification in the County's electronic information system of how many clients served have co-occurring issues;
 - d. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification; and
 - e. Documentation of coordination of care with collaborative mental health and/or substance use disorder providers for each client.

IV. CULTURAL AND LINGUISTIC COMPETENCE REQUIREMENTS:

CONTRACTOR shall:

1. Ensure compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of Federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.
2. Create and maintain policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP consumers, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language

assistance program. The CONTRACTOR's procedures must include ensuring compliance of any sub-contracted providers with these requirements.

3. Ensure that minors shall not be used as interpreters.
4. Conduct and submit to COUNTY an annual cultural and linguistic needs assessment to promote the provision and utilization of appropriate services for its diverse client population. The needs assessment report shall include findings and a plan outlining the proposed services to be improved or implemented as a result of the assessment findings, with special attention to addressing cultural and linguistic barriers and reducing racial, ethnic, language, abilities, gender, and age disparities.
5. Develop internal systems to meet the cultural and linguistic needs of the CONTRACTOR's client census including the incorporation of cultural competency in the CONTRACTOR's mission; establishing and maintaining a process to evaluate and determine the need for special - administrative, clinical, welcoming, billing, etc. - initiatives related to cultural competency.
6. Develop recruitment and retention initiatives to establish contracted program staffing that is reflective and responsive to the needs of the program and target population.
7. Establish designated staff person to coordinate and facilitate the integration of cultural competency guidelines and attend the COUNTY DBH Cultural Competency Committee monthly meetings. The designated person will provide an array of communication tools to distribute information to staff relating to cultural competency issues.
8. Keep abreast of evidence-based and best practices in cultural competency in mental health care and treatment to ensure that the CONTRACTOR maintains current information and an external perspective in its policies. The CONTRACTOR shall evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.
9. Ensure that an assessment of a client's sexual orientation is included in the bio-psychosocial intake process. CONTRACTOR's staff shall assume that the population served may not be in heterosexual relationships. Gender sensitivity and sexual orientation must be covered in annual training.
10. Utilize existing community supports, referrals to transgender support groups, etc., when appropriate.
11. Report its efforts to evaluate cultural and linguistic activities as part of the CONTRACTOR's ongoing quality improvement efforts in the monthly activities report. Reported information may include clients' complaints and grievances, results from client satisfaction surveys, and utilization and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers.

V. TRAINING REQUIREMENTS:

CONTRACTOR shall:

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

VI. PROGRAM OUTCOMES:

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

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

services, staff Training and development, quality Improvement, program evaluation, constant compliance efforts, personnel recruitment).

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

VII. COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Perform a utilization review (through its FCMHP) of all Medi-Cal, Medi-Cal/Medicare, and UMDAP admissions, to determine that the documentation demonstrates that medical necessity criteria as defined by the DHCS was met for each day of the hospitalization, except for the day of discharge.
2. Provide oversight (through the COUNTY DBH) of the CONTRACTOR'S PHF program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the DHCS in regard to program administration and outcomes.
3. Assist the CONTRACTOR in making linkages with the total behavioral health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
4. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the vendor staff and will be available to the contractor for ongoing consultation.
5. Receive and analyze statistical data outcome information from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the vendor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
6. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the CONTRACTOR'S efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to vendor(s):
 - a. Technical assistance to CONTRACTOR regarding cultural competency requirements and sexual orientation training.
 - b. Technical assistance for CONTRACTOR in translating behavioral health and substance use disorder services information into DBH's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.

COUNTY OF FRESNO

CLEANING STANDARDS AND REQUIREMENTS

General – Applies to Most County Facilities

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

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

Hours of Service

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

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

Cleaning Requirements

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

Frequency (examples)

D-Daily

W-Weekly

M-Monthly

Q-Quarterly

SA-Semi-Annually

A-Annually

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

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

AN - As Needed (as determined by the County)

AR - As Requested

Routine and Periodic

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

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

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

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

Elevators

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

Periodic -

Exterior

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

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

Periodic - Hose down cob webs and dirt from 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**

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

Stocking Dispensers

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

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

Surfaces

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

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

General Surface cleaning requirements include:

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

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

Periodic

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

Trash and Recycling

Trash Pick-Up and Removal

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

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

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

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

Recycling

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

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

All cardboard is to be broken down before 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.

Exhibit D

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Mail the completed form to:

County of Fresno
Attn: Lease Services (FL-125)
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93611

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