

FL-134/STARVIEW/DBH5630

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (hereinafter "AGREEMENT") is made and entered into this fourteenth day of November, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, CA 93612, (hereinafter "COUNTY"), and STAR VIEW CHILDREN AND FAMILY SERVICES, INC., a non-profit California corporation, with offices at 1501 Hughes Way, Suite 150, Long Beach, CA 90810 (hereinafter "STAR VIEW").

W I T N E S S E T H:

WHEREAS, COUNTY owns the building located at 496 S. Barton, Fresno, CA 93702, (hereinafter "Building"); and

WHEREAS, COUNTY has reached agreement with STAR VIEW's affiliate, Central Star Behavioral Health, Inc. (Central Star), to operate a Crisis Residential Treatment Facility at the Building; and

WHEREAS, the Board of Supervisors of COUNTY hereby find that the operation of a Crisis Residential Treatment Facility providing crisis residential health services 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 crisis residential treatment services to be provided by Central Star will not substantially conflict or interfere with the use of the Building by the COUNTY and desires to enter into this Agreement with STAR VIEW to allow for and ensure the ongoing provision of crisis residential treatment services for at the Building by STAR VIEW's affiliate, Central Star; and

WHEREAS, STAR VIEW represents and covenants that it is a duly organized and existing Internal Revenue Code section 501(c)(3) corporation.

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 STAR VIEW approximately Eleven Thousand Six Hundred Fifty-Five (11,655) square feet of space at the location commonly

known as 496 S. Barton, Fresno, CA 93702 as shown in Exhibit "B", attached hereto and by this reference incorporated herein, (hereinafter "Premises").

2. TERM AND TERMINATION - The initial term of this AGREEMENT shall be effective beginning on the first date of occupancy by Central Star through June 30, 2023. The first date of occupancy shall be confirmed in writing between the COUNTY and STAR VIEW. Effective December 1, 2017, this AGREEMENT shall automatically renew for a maximum of five (5) one-year periods upon the same terms and conditions herein set forth, unless either COUNTY or STAR VIEW provides written notice of non-renewal to the other Party no later than sixty (60) days prior to June 30 of each year. In no event shall the term of this AGREEMENT extend beyond June 30, 2023.

Notwithstanding any of the above, COUNTY shall have the right to terminate this Agreement immediately in the event Central Star ceases to provide the services described in Section 5, hereinbelow. As to COUNTY, the Director of Internal Services or the Director of the Department of Behavioral Health, or one of their designees, may provide written notice of non-renewal or termination of this AGREEMENT.

3. CONSIDERATION - There is no monetary consideration for this AGREEMENT. COUNTY acknowledges as adequate consideration for use of the Premises the services provided by Central Star as set forth in Central Star's Scope of Work, attached hereto as Exhibit "A", and incorporated herein by reference. Such consideration, in addition to the mutual promises and covenants made herein by the Parties, is deemed by the Parties to be sufficient.

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

5. USE - STAR VIEW shall use the Premises twenty-four (24) hours per day every day of the year to provide the services described in Exhibit "A". STAR VIEW agrees that the use of the Premises shall, at all times, be consistent with providing these services. STAR VIEW agrees to not commit, suffer or permit any waste or nuisance on the Premises, and not to use or permit the use of the Premises for any illegal or immoral purposes. STAR VIEW further agrees to comply with all state laws, local ordinances and other governmental regulations

which may be required by any governmental authorities.

COUNTY shall make the Premises available in "as is" condition. Prior to the execution of this AGREEMENT, STAR VIEW shall visit the Premises and by its independent determination confirm that the Premises are suitable for its use. COUNTY warrants that the Premises are safe or suitable for STAR VIEW'S intended use and are in compliance with all applicable laws, ordinances and regulations for said use.

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

STAR VIEW or Central Star, at either's sole expense, may contract with a private vendor for janitorial services at the Premises. STAR VIEW shall ensure that any private janitorial service providing such services shall comply with the janitorial standards established by COUNTY for its County owned facilities, as shown in Exhibit "C", attached hereto and by this reference incorporated herein

STAR VIEW shall report (or ensure that Central star reports) damages to the Premises within twenty-four (24) hours after they occur to the Director of the Department of Behavioral Health. STAR VIEW shall be responsible to pay for all damages caused by the actions of Central Star patients, employees and invitees.

7. IMPROVEMENTS TO THE PREMISES - If STAR VIEW desires to make improvements to the Premises, STAR VIEW shall provide drawings and plans describing the improvements to the Director of the Department of Behavioral Health, for review and approval.

STAR VIEW'S request to make improvements shall not be unreasonably withheld by COUNTY. STAR VIEW shall be responsible to pay for its requested improvements.

The construction of STAR VIEW'S improvements to the Premises shall be performed by COUNTY or its approved agent.

8. ENFORCEMENT OF AGREEMENT - If STAR VIEW shall default on any of the

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

10 9. NOTICES - All notices to be given under this AGREEMENT by either Party to the
11 other Party shall be in writing, and given by any one of the following methods:

- 12 (i) Personal delivery;
- 13 (ii) Sent by certified United States mail, first class postage prepaid,
14 with return receipt requested, to the applicable addresses as set forth below, in which case
15 such notice shall be deemed given three (3) business days if COUNTY is the recipient, or three
16 (3) business days if STAR VIEW is the recipient, after such deposit and postmark with the
17 United States Postal Service;
- 18 (iii) Sent by a reputable overnight commercial courier, in which case
19 such notice shall be deemed given one (1) business day if COUNTY is the recipient, or one (1)
20 business day if STAR VIEW is the recipient, after such deposit with that courier to the
21 applicable addresses as set forth below; or
- 22 (iv) Sent by facsimile to the applicable telephone number set forth
23 below, provided that the Party sending such notice retains a legible written copy of documents
24 transmitted and a legible, accurate, written confirmation of the time and date that such
25 facsimile was transmitted (it being agreed that the burden of proving timely receipt will be on
26 the Party sending such notice, and that if such sending Party's confirming document contains
27 an inaccurate time or date, it shall be deemed to have been received by the other Party at 9:00
28 a.m. on the next succeeding business day if COUNTY is the recipient, or on the next

succeeding business day if STAR VIEW is the recipient, after transmission), and provided further that if such transmission is otherwise completed in compliance with this Section after 5:00 p.m. on any day, it shall not be deemed given until the next succeeding business day if COUNTY is the recipient of such notice, or until the next succeeding business day if STAR VIEW is the recipient of such notice. The addresses and telephone numbers of the Parties for purposes of giving receiving notices under this AGREEMENT are as follows:

COUNTY:	STAR VIEW:
County of Fresno	Star View Children and Family Services
Robert W. Bash (FL-134)	Michelle Hatfield, Executive Director
Director of Internal Services	1501 Hughes Way, Suite 150
333 W. Pontiac Way	Long Beach, CA 90810
Clovis, CA 93612	Facsimile: (310) 221-6350

Provided however, such notices may be given to such person or at such other place as either of the Parties may from time to time designate by giving written notice to the other Party, and provided further however, in any event notices of changes of address, facsimile numbers, or termination of this AGREEMENT shall not be effective until actual delivery of such notice. Notices given hereunder shall not be amendments or modifications to this AGREEMENT.

10. HOLD HARMLESS -STAR VIEW agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by STAR VIEW, its officers, agents, or employees under this AGREEMENT, and from any and all costs and expenses, damages, liabilities, claims, and loses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform of STAR VIEW, its officers, agents, or employees under this AGREEMENT.

The parties acknowledge that as between COUNTY and STAR VIEW each is responsible for the negligence of its own employees and invitees.

11. INTERNAL SECURITY FOR THE PREMISES – STAR VIEW or its affiliate, Central Star, at either's sole expense, may contract with a private security service for security of the Premises.

12. INSURANCE – Without limiting the COUNTY’S right to obtain indemnification from STARVIEW or any third parties, STAR VIEW, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, throughout the term of this AGREEMENT:

a. Commercial General Liability - Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the nature of this contract.

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

c. Automobile Liability - Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

e. Professional Liability Insurance if STAR VIEW employs professional staff (e.g., PH.D., R.N., L.C.S.W., M.F.C.C.) in providing services, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence, Three Million (\$3,000,000.00) Dollars annual aggregate .

f. Child Abuse/Molestation and Social Services Coverage – STAR VIEW OR

1 Central Star shall have either separate policies or umbrella policy with
2 endorsements covering Child Abuse/Molestation and Social Services Liability
3 coverage or have a specific endorsement on their General Commercial liability
4 policy covering Child Abuse/Molestation and Social Services Liability. The
5 policy limits for these policies shall be \$1,000,000 per occurrence with
6 \$2,000,000 annual aggregate. The policies are to be on a per occurrence
7 basis.

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

16 Within (30) days from date STAR VIEW executes this AGREEMENT, STAR VIEW shall
17 provide certificates of insurance and endorsement as stated above for all of the foregoing
18 policies, as required herein, to the County of Fresno, Attn: ISD Lease Services (FL-134), 333
19 W. Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have been obtained
20 and are in full force; that the County, its officers, agents and employees will not be responsible
21 for any premiums on the policies; that such Commercial General Liability insurance names the
22 County, its officers, agents, and employees, individually and collectively, as additional insured,
23 but only insofar as the operations under this AGREEMENT are concerned; that such coverage
24 for additional insured shall apply as primary insurance and any other insurance, or self-
25 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
26 written notice given to County.

27 In the event STAR VIEW fails to keep in effect at all times insurance coverage as
28 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or

1 terminate this AGREEMENT upon the occurrence of such event.

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

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

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

12 b. All-Risk property insurance.

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

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

26 Because of its status as an independent contractor, STAR VIEW shall have
27 absolutely no right to employment rights and benefits available to COUNTY'S employees.
28 STAR VIEW shall be solely liable and responsible for providing to, or on behalf of, its

employees all legally-required employee benefits. In addition, STAR VIEW shall be solely responsible and save COUNTY harmless from all matters, except for COUNTY AND COUNTY'S employee's gross negligence and/or willful misconduct, relating to payment of STAR VIEW'S 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, STAR VIEW will surrender the Premises to COUNTY in such condition as existing at the commencement of this AGREEMENT less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the effects of any breach of COUNTY'S covenant to maintain. STAR VIEW will not be responsible for any damage which STAR VIEW was not obligated hereunder to repair.

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

16. POSSESSORY INTEREST TAX - STAR VIEW agrees to pay any possessory interest tax (property tax) which may be levied upon the Premises. In this respect, STAR VIEW understands that a leasehold interest of property owned by a tax exempt public agency, such as the County of Fresno, may be subject to property taxation and STAR VIEW (the person in whom the possessory interest is vested) is subject to the payment of property taxes levied on such interest.

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 STAR VIEW deems appropriate, to make any alterations, repairs or improvements to the Premises. The normal business of STAR VIEW 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

AGREEMENT nor their rights or duties under this AGREEMENT without the prior written consent of the other party. Such consent is hereby granted for STAR VIEW to sub-lease the Premises to Central Star for the purposes described herein.

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

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

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

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

23. ENTIRE FACILITY USE AGREEMENT - This AGREEMENT constitutes the entire AGREEMENT between the COUNTY and STAR VIEW with respect to the subject matter hereof and supersedes all prior AGREEMENT'S, negotiations, proposals, commitments,

writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly referenced in this AGREEMENT.

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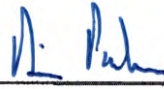
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EXECUTED as of the date first herein written.

STAR VIEW:
STAR VIEW CHILDREN AND FAMILY
SERVICES, INC.

COUNTY:
COUNTY OF FRESNO

By 
Michelle Hatfield, Executive Director

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


Date 10/24/17

By  VP9CFO
Sec or treasurer/CFO Name - Title

Date 11-14-17

Date 10/24/17

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

By: 
Deputy

Fund 0001
Subs 10000
Org No. 56302112
Acct. No. 7294

FL-134/STARVIEW/DBH5630

CRISIS RESIDENTIAL TREATMENT SCOPE OF WORK

ORGANIZATION: Central Star Behavioral Health, Inc.

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

SERVICE ADDRESS: 496 S. Barton, Fresno, CA 93702

SERVICES: Crisis Residential Treatment Services

CONTRACT PERIOD: December 1, 2017 through June 30, 2021, with an option for two (2) twelve (12) month renewal terms

BACKGROUND

CONTRACTOR shall provide crisis residential treatment (CRT) services as defined in California Code of Regulations (CCR), Title 9, §1810.208. Crisis Residential Treatment Services. “Crisis Residential Treatment Service” means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The therapeutic and rehabilitative services shall be provided as defined in California Code of Regulations (CRR), Title 22, §1810.208, consistent with a Social Rehabilitation Program, which will be provided in a non-institutional residential setting.

CONTRACTOR shall be responsible for the CRT staffing, programming service operations, and quality assurance. The CRT facility provides a residential setting that creates a safe base from which clients can collaborate with staff, friends and family to assess their needs and assist in framing their own recovery plan.

Culturally-attuned services will include crisis intervention and stabilization strategies, screening for medical complications, diagnosis formulation, medication education, medication monitoring, clinical assessment, individual treatment/rehabilitation plans, and discharge planning that actively links clients with resources, such as permanent housing, pre-vocational and vocational programs, substance abuse treatment services and other supports based on the clients’ individual strengths and needs.

TARGET POPULATION:

The target population will include male and female individuals, who are 18 to 59 years of age, who are experiencing acute psychiatric episodes or crisis. The CRT is projected to serve 194 unique clients annually.

The focus shall be individuals in a pre-contemplative/contemplative stage of change that are seeking structure to achieve recovery. Individuals presenting for psychiatric care typically have existing co-occurring physical health concerns and/or trauma-related experiences, and occasionally have undiagnosed physical disorders that are not the cause of their mental symptoms but nonetheless will require evaluation and treatment. However, these clients must not have serious medical complications that require nursing management. Medical clearance will be required for referred clients where there are indicators of an acute medical condition as determined by a medical screening, which must occur within 30 calendar days prior to clients’ admission to the CRT. In the

event a referred client is known to possess a contagious medical condition, said client shall be medically cleared by a local hospital prior to admission to the CRT.

All clients shall have a primary diagnosis of mental health disorder. The psychiatric diagnosis must reflect a severe, persistent mental illness or a maladaptive reaction to a mental health crisis. The primary diagnosis cannot be dementia, mental retardation, or substance abuse/dependence.

Individuals will be referred to the CRT by the following, including but not limited to: the COUNTY's Department of Behavioral Health (DBH), DBH contract providers, Institutes of Mental Disease (IMDs), Emergency Psychiatric Services (EPS), or emergency rooms (aka hospital emergency departments). When the CRT program is nearing full capacity, clients who have accessed emergency services such as EMS, or law enforcement, multiple times will be prioritized for the purpose of admission to the CRT.

LOCATION OF SERVICES:

CONTRACTOR shall provide CRT services within the COUNTY-owned facility located at 496 S. Barton, Fresno, CA 93702.

DESCRIPTION OF SERVICES:

- I. The CRT shall be a positive level of care and a temporary alternative for adults experiencing an acute psychiatric episode or intense emotional distress who might otherwise face voluntary or involuntary commitment in a higher level of care.
- II. Clients shall be engaged in recovery activities throughout each day. Most programming shall be group-focused with individual sessions to help reinforce learning. The majority of services shall be delivered at the certified CRT site and will be face-to-face encounters between clients and staff. However, some services, not available at the CRT, may be provided by reputable and known programs in the community via referrals and linkage from the CRT staff.

Group sessions and activities provided by CONTRACTOR shall:

- A. Introduce daily structure and supportive motivation moving toward self-discipline and self-management, which is helpful to persons used to living in a disorganized and chaotic way;
 - B. Provide norms that reinforce healthy ways of interacting and a safe and supportive therapeutic milieu that is crucial for recovery, including fitness-oriented and creative/expressive outlets;
 - C. Develop clients' communication and socialization skills. This is helpful to all and particularly useful for individuals whose socializing, historically, revolved around using substances;
 - D. Advance individual recovery and facilitate those further along in their recovery to support other members through a positive peer wellness and recovery culture;
 - E. Provide a venue for group facilitators to transmit new information, teach new wellness and life skills, and guide clients as they practice new behaviors.
- III. The CRT staff shall conduct individual client evaluations to help determine the need for the type and intensity of additional services to be provided within a framework of peer support and trauma informed approaches to recovery.
 - IV. CONTRACTOR's staff will be trained in the use of the following EBPs, when appropriate for

clients' assessed individual needs and service plan.

- A. Wellness Recovery Action Planning (WRAP) – a self-management tool that clients can use to monitor uncomfortable, distressing feelings and behaviors and identify planned responses that will reduce, modify, or eliminate them.
- B. Motivational Interviewing – a widely used practice in recovery as it integrates well into short-term crisis stabilization services, offers sound engagement strategies addressing any/all conditions, and works in a respectful manner to help consumers take ownership of their recovery.
- C. Aggression Replacement Training – a research-based, multi-component cognitive-behavioral treatment to promote pro-social behavior by addressing factors that contribute to aggression.
- D. Seeking Safety – an evidence-based counseling model to help people, including clients with dual diagnoses, to attain safety from trauma and/or substance abuse.

- V. CONTRACTOR shall prescribe prescription drugs when needed. The majority of CRT clients will have already been prescribed prescription drugs that will need to be monitored by the CONTRACTOR. At the time of admission, CONTRACTOR shall obtain a complete medication history from clients, gather information about the appropriateness of medications for the clients, taking into account the clients' ages, weight, pathophysiology, allergies, vital signs, and clients' knowledge/beliefs about drugs. The CONTRACTOR shall update the medication information periodically as well as conduct education with the clients to ascertain that the medication is being taken correctly and continues to be advantageous.

CONTRACTOR shall maintain a list of all prescribed and non-prescribed medications for all CRT clients. Medication support will be led by a Psychiatric Nurse Practitioner. Support will also be provided by licensed nursing personnel (Mental Health Registered Nurse and LVN/LPT's). All medication shall be stored in a locked central location with a control system so that unauthorized individuals cannot access the medication. Refrigerated medications will be stored in a locked refrigerator separate from food supplies. In addition when it is a part of client's individual treatment/rehabilitation plan, CONTRACTOR shall encourage clients to be personally responsible for holding, managing, and safeguarding all of their medications.

- VI. CONTRACTOR staff and client shall work together to develop a written treatment/rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement. Clients shall be involved in an ongoing review of progress towards reaching established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following elements:
 - A. Statement of specific treatment needs and goals
 - B. Description of specific services to address identified treatment needs
 - C. Documentation of reviews by staff and client of the plan at least weekly
 - D. Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.

- VII. If an individual treatment/rehabilitation plan requires services to be provided by another program or agency, there shall be documented evidence in the clients' case record of communication between all persons responsible for the treatment/rehabilitation plan. Following the referral of a client to an outside agency, the client's primary assigned CRT staff

member will follow up with the client and the service provider to whom the client was referred to ensure that services were accessed. It is the CRT team members' role to assist the client with mediating any barriers to accessing services (e.g. travel, scheduling, etc.) as well as any perceived stigma in seeking assistance from the service providers e.g. substance abuse, victimization, etc.

- VIII. CONTRACTOR shall prepare a written discharge summary prepared by CRT staff and client, which includes an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans. Discharge summaries will be the reports that provide a link between the CRT and the clients' next level of care and/or their primary medical care services. They also serve an internal reference for future care at the CRT, if necessary.
- IX. Clients shall be involved, depending on capability, in the operation of the CRT household. This shall include participation in the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited to cooking, cleaning, menu planning and activity planning. Clients shall be active in all aspects of running the CRT household, gaining skills in the activities of daily living, such as shopping, cooking, laundry and budgeting. Purposeful group activities shall also be scheduled, such as joining in on grocery shopping trips.
- X. Structured day and evening services shall consist of, at a minimum, an average of fourteen (14) specific rehabilitation service hours and seven (7) activity program hours per week for each client, and shall be available seven (7) days a week. Services shall include, but not be limited to:
- Individual and Group Counseling or Therapy
 - Crisis Intervention
 - Pre-vocational or Vocational Counseling
 - Education Services and Remediation
 - Client Advocacy, (including assisting client to develop their own advocacy skills)
 - Independent Living Skills
 - Money Management
 - Self-control and Symptom Management
 - Sexual Health Education
 - Education on Self Administration of Medication
 - Personal Grooming and Hygiene and Other Activities for Daily Living
 - In general, an activity program that encourages socialization within the program and general community, and that assists linking the clients to resources which are available after leaving the program
- V. CONTRACTOR shall provide at least three (3) balanced and complete meals each day. A kitchen shall be made available for client use. CONTRACTOR shall encourage clients to participate in meal preparation and menu planning depending on capability. Any reasonable special dietary needs shall be provided for clients (e.g., vegetarian meals, vegan meals, etc.).

STAFFING:

CONTRACTOR employs a blend of licensed behavioral health practitioners, health professionals, and para-professional staff with lived experiences reflective of the experiences of those with

behavioral health problems. CRT staff includes the Contractor Administrator; Program Director, Clinical Supervisor; Psychiatric Nurse Practitioner, Clinical Psychologist/Psychiatrist; LVNs/LPT; Mental Health Specialist, Recovery Counselors, Safety Specialist/Recovery Counselor, Household Coaches/Cooks, Resource Specialist and EMR/Clerk. CONTRACTOR staff who provide management and administrative services regionally for the CRT in Fresno County include: the UR/QA/Medical Records, Human Resources, Training, Billing Clerk, and Maintenance Technician.

CONTRACTOR'S staff meets (or exceeds) all State licensing and regulatory requirements including medical staff standards, nursing staff standards, and rehabilitation staff requirements. All staff achieves LiveScan and DOJ clearance. Licensed and registered clinicians clear OIG/HHS eligibility screening. Continuing supervision of medical services are provided by a Nurse Practitioner who evaluates clients as needed and is available on-call for the provision of non-emergency physical health care. The Clinical Supervisor provides clinical oversight for behavioral health staff, including the Mental Health Specialist, Recovery Counselors, and Resource Specialist. All staff that require state licensure and/or certification shall remain in good standing with their respective state licensing or certification boards.

CRT staff shall be employed by the CONTRACTOR except for psychiatrists, primary care physician(s) and a dietician who are independent contractors. CONTRACTOR shall contract with a Psychiatrist for 5-8 hours/week to work collaboratively with a Nurse Practitioner. Subject to approval by the County, some Psychiatry services may be provided via telemedicine.

CONTRACTOR'S Administrator will inform the COUNTY's DBH within 24 hours of any staff changes that may affect the CRT program.

HOURS OF OPERATION:

CONTRACTOR staff shall be available to provide services to clients twenty-four (24) hours per day, seven (7) days per week.

ANTICIPATED AVERAGE CLIENT LENGTH OF STAY:

The anticipated average client length of stay in the CRT shall be in accordance with each client's assessed needs, but not to exceed thirty (30) days unless circumstances documented in the client's record require a longer length of stay beyond thirty (30) days. Under no circumstances may the length of stay exceed 89 days.

GOALS/OUTCOMES:

CONTRACTOR shall utilize a computerized tracking system with which performance and outcome measures and other relevant client data, such as demographics, will be maintained. The data tracking system may be incorporated into CONTRACTOR'S electronic health records (EHR) system or be a stand-alone database. DBH must be afforded read only access to the data tracking system.

CONTRACTOR uses standardized assessment /outcome tools, performance measures, and satisfaction surveys for quality improvement and to evaluate progress towards the CRT program goals.

CONTRACTOR staff shall use Electronic Health Records (EHR) and other tools to track and report member data, utilization and treatment outcomes across multiple domains, aided by dedicated Quality Assurance and Research and Program Practices (RPP) Department staff within CONTRACTOR'S Total Quality Management System (TQM). CONTRACTOR shall maintain an Electronic Medical Record (EMR), enabling them to keep and easily transmit data from a comprehensive client record consistent with the requirements of CCL Title 22, section 6.

CONTRACTOR shall partner with the COUNTY to implement an evaluation protocol that addresses the desired results of the program – stabilizing individuals during a difficult period and connecting them into needed community-based services and supports, while reducing their future risk of crisis and need for hospitalizations and other high-end services. CONTRACTOR shall assess their past, current and future status in the overall system of care (i.e., use of crisis services, psychiatric hospital, arrests/detainments, etc.) and their stability and prospects in the community (housing, use of peer supports, mental health treatment enrollments, educational/vocational endeavors, employment, etc.), taken at the time of enrollment and tracked through referral and linkages provided at discharge.

CONTRACTOR shall work with the COUNTY in analyzing post-discharges statuses on similar indicators, to the extent these data are available on clients in COUNTY databases. CONTRACTOR shall adapt and apply similar metrics for the above indicator areas as appear on the Mental Health Services Act (MHSA) form sets used in Full Service Partnership (FSP) programs (PAF, KETs, 3Ms) and/or from Client Outcome Report (COR).

Assessments of statuses shall be complemented using standardized functional assessments such as the Milestones of Recovery (MORS), the Recovery Assessment Scale (RAS) and/or the Behavior and Symptom Identification Scale (BASIS), the latter two are completed by the client themselves regarding the time before admission compared to the time preceding discharge. Other important areas of measurement for program evaluation include fidelity protocols (e.g., development of a WRAP by discharge, pre-post group services assessments, focus groups with clients, etc.); client/family's experience and satisfaction with services; and, gathering feedback from agency partners. All data from outcome measurements shall be routinely reviewed and applied to the continuous quality improvement of programs, with stakeholder input, in the context of CONTRACTOR's comprehensive Total Quality Management (TQM) program.

The following examples provide preliminary information about tracking methods:

a. Access to care: The ability of clients to receive the right service at the right time.

CONTRACTOR'S business analytics system uptakes data from the EHR on referral dates, admission/intake dates, and service dates by service types. This allows for graphically presenting and monitoring aggregate Key Performance Indicators (KPIs) on dashboards by agency/program regarding the time between referral to admission/intake to first service; and to inspect the array of services (mix/match and intensity/volume) provided. The BA application also allows drill down to client/staff levels, beyond the aggregation, to examine outliers that may require review and case-level problem-solving. These dashboards are the primary way program managers and QA personnel actively monitor access in real time; they also pay attention to periodic, cross-sectional feedback from consumer and agency partner surveys which include inquiries about service access and staff's responsiveness.

1) Timeliness of bridging prescriptions

All prescriptions are dated in the EHR, so the time between the end/beginning of prescriptions can be calculated. If the client is being transferred from or to another facility, the nursing team compiles a record of all discharge prescriptions for the client and the next-on provider so they have full information to work with in carrying on with needed services. CONTRACTOR shall include inquiry about Rx continuity during warm-hand offs and at a one month post discharge follow-up phone call.

2) Timeliness of identifying clients with a serious mental illness

Symptoms and risk, such as depression, poor judgment, affect regulation, trauma adjustment, and suicide risk, as well as pertinent clinical diagnoses are established through comprehensive

assessments at intake, and are also tracked using standardized tools, e.g., the MORS, (clinician rating), BASIS and/or RAS (client rating) over time in the program to discharge. Specific types of assessments, such as for suicide risk (CSSRS), psychiatric traumas (ACES), and substance abuse (SBIRT) are prompted based on screening responses of clients, administered at admission, and may also be re-administered by staff at any point during treatment in which there is new/heightened concern.

- 3) Timeliness between client referral for assessment and completion of assessment; assessment to first treatment service; and, first treatment service to next follow-up.

Assessment and Individual Service Planning will both take place within 24 hours of admission. Assessments findings will be entered and tracked in the EMR and will determine each person's current status, safety, and support needs, including: (1) a comprehensive bio-psycho-social evaluation summarizing psychiatric history and treatment, developmental milestones, medical history, relationships and mental health status; (2) screening for high risk behaviors using the Columbia Suicide Severity and Risk Scale (CSSRS), and Screening, Brief Intervention, and Referral to Treatment (SBIRT) to assess for substance use, along with other assessments for other varied health and safety risks and needs identification.

- 4) Timeliness of subsequent follow-up visits

For services provided while in the program, per comprehensive assessments and the plan of care, service entries in the EHR permit tabulations of time frames between the assessment/plan of care determination of need and service provision. For services to be provided once the client discharges, as part of their aftercare plan, CONTRACTOR shall conduct linkages using warm hand-offs (personal contact) with the next-on provider, and at least one follow-up phone call within the first month of discharge. CONTRACTOR shall document dates, times and notes regarding such transition support contacts and will also work with the county, as desired, to evaluate county datasets on post discharge connections into subsequent services. Based on prior experiences operating and evaluating residentially-based treatment settings, very quick connections at discharge are essential to retaining clients in ongoing needed services – the goal is to effect uptake within two weeks or less from CRT exit.

- 5) Timeliness of response to sick call/health service requests

Any health issue that arises while a client is in the CRT, which cannot be handled by the nursing staff in the facility (e.g., beyond first aid, simple pain management, etc.) is addressed as an urgency (to be addressed on the shift and/or very next shift). Staff arranges access and transportation, and otherwise supports the client to obtain medical care, based on the nature of the issue – immediately from a hospital ER if an emergency, or at the scheduled appointment for less acute needs.

b. Effectiveness: Objective results achieved through health care services.

Examples include:

- 1) Effectiveness of crisis interventions
- 2) Effectiveness of treatment interventions (medical and behavioral health indicators)

CONTRACTOR shall track the percent of individuals who receive a crisis service who, within 15 days and within 30 days, return for crisis services at a hospital emergency department, psychiatric hospital or jail. CONTRACTOR shall initially aim for <20% within 30 days, and will collaborate in the pursuit of data and analyses that involve logging in EHR and through datasets accessible to the county from these entities. Importantly, CONTRACTOR shall actively participate in quality

improvement initiatives the COUNTY sponsors to address system of care (community provider) uptakes necessary to avoid crises, re-hospitalizations, and re-admissions to the CRT.

Improving member experience in achieving wellness and recovery will be tracked by: a) Recording progress on individualized goals generated through collaboration with members and families -- at least 85% will achieve progress on most/all their treatment goals (these are measured on the CONTRACTOR's COR); b) Pre-post MORS (clinician rated), RAS and/or BASIS (client self-rated) tools – there will be statistically significant desirable shifts (non-random effects) and strong effect sizes (when latter can be determined, requires statistical norms) demonstrating reduced symptoms and improved psycho-social functioning on standardized ratings; and, c) Completion of a WRAP by discharge – at least 85% will create or refine an existing written WRAP (also measured on the CONTRACTOR's COR).

- 3) Effectiveness of discharge planning (such as percentage of clients successfully linked to COUNTY programs, community providers, and/or other community resources after release)

The goal is for a large majority, 90% or more, of all clients to be connected into community based services and supports by discharge, meaning they are not discharged to a hospital, IMD, incarcerative setting, or homeless/shelter. CONTRACTOR shall apply the methods described above (data gathered during warm hand-offs, follow-up phone calls, and/or through analyses of COUNTY datasets).

- 4) Timely continuity of verified community prescriptions for medication(s), upon client's release

The goal is for a large majority, 85% or more, to experience prescription continuity. CONTRACTOR shall apply the methods described above (data gathered during warm hand-offs, follow-up phone calls, and/or through analyses of COUNTY datasets) to assess this.

- 5) Effectiveness of transportation coordination, upon release

The goal is for a large majority, 85% or more, to gain the transportation they need to participate in aftercare services. CONTRACTOR shall provide discharging clients with bus passes, taxi vouchers, and other means of assuring they can start aftercare programs and discussions shall take place for how such supports can be continued with the next-on provider. CONTRACTOR shall apply the methods described above (data gathered during warm hand-offs, follow-up phone calls, and/or through analyses of county datasets) to assess this.

c. Efficiency: The demonstration of the relationship between results and the resources used to achieve them.

Cost efficiency is best handled through data partnerships. CONTRACTOR shall participate in COUNTY workgroups and/or partner with COUNTY evaluators to shape meaningful cost reduction studies that demonstrate the positive impact of CRTs to a community's bottom line, as well as to those served.

d. Satisfaction and Compliance: The degree to which clients, COUNTY, and other stakeholders are satisfied with the services.

An overall resident satisfaction rating (and family satisfaction rating, where appropriate) of at least 90% on service aspects related to quality of care, accessibility, and timeliness of services, cultural and linguistic attunement based on results from a resident satisfaction questionnaire, approved by the COUNTY, and administered at discharge.

CONTRACTOR shall reach out to clients and families, hold focus groups, and conduct Satisfaction Surveys to get direct feedback regarding satisfaction or dissatisfaction, suggestions for program improvement, and input for interpreting outcome data. CONTRACTOR shall annually survey Agency Partners to gather feedback about the program for improvement.

Examples include:

- 1) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions.

CONTRACTOR's TQM program provides a wide array of quality/fidelity protocols which can be tapped for this program (e.g., over 100 QA probes or checklists). Quality Assurance audits will be conducted of daily progress notes (including psychiatrist, social work, nursing progress notes) to ensure medical necessity is present and documented; and, regular periodic utilization reviews are structured either internally and/or in conjunction with county personnel. In all circumstances, the local QA team, supported by regional QA Managers, summarize the findings to provide the CRT Team with timely feedback.

- 2) Surveys of persons served, family members, other health care providers, and other stakeholders

All of CONTRACTOR'S programs participate in state/county driven MHSIP twice annual (usually, Nov, May) survey cycles and put concerted effort at achieving good response rates, and at applying the data to QI. Residentially-based programs also run exit interviews/surveys with discharging clients and their family members, either on random sample or full sample bases, of any/all willing to participate. CONTRACTOR shall survey agency partners at least annually, and be available to others' constructive feedback and input at any time.

Overall, CONTRACTOR shall complete COUNTY mandated reporting, quarterly and annually. Desired components, formats, cycles and timelines will all be observed. Reports will highlight both successes and areas for improvement with related plans tracked through subsequent reporting cycles as needed until a QA/QI project is complete. This information is shared with staff, members, and other key stakeholders and shall be used to implement timely quality improvements

EXHIBIT B



SCHEMATIC DESIGN - FLOOR PLAN



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



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**

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.

EXHIBIT C
FL-134

Item	County currently uses
Blood spill and body fluid kits	<u>Sorb-It</u> 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).

(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:	