

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "LICENSE" or "Agreement" or "AGREEMENT") is made and entered into this 24th day of October, 2023 by and between the COUNTY OF FRESNO, a political subdivision of the State of California, (hereinafter "LICENSOR" or "County" or "COUNTY"), and Central California Faculty Medical Group, Inc. (CCFMG) a professional corporation, whose address is 2625 East Divisadero Street, Fresno, California, 93721 (hereinafter "LICENSEE"). LICENSOR and LICENSEE are each a "Party" to this LICENSE, and LICENSOR and LICENSEE together are the "Parties" to this LICENSE.

W I T N E S S E T H:

WHEREAS, LICENSOR owns certain parcels of real property (collectively, the "Premises") where, among other uses by LICENSOR, psychiatric services are provided (collectively, the "Service Locations") as indicated in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, LICENSEE is the "CONTRACTOR" as defined in psychiatric services Agreement No. A-23-298 with LICENSOR (the "Psychiatric Agreement"); and

WHEREAS, LICENSOR and LICENSEE mutually desire to allow LICENSEE to use work space, office space and clinical facilities at the Service Locations (hereinafter "Office Space") for use by licensed psychiatrists being provided by CCFMG pursuant to the terms and conditions of the Psychiatric Agreement; and

WHEREAS, LICENSOR finds pursuant to Government Code section 26227 that the psychiatric services provided by CCFMG through LICENSEE's general office use of Premises under this Agreement are necessary mental health services/programs that will meet the health needs of Fresno County and are in the public interest, that LICENSEE's use of the property will not substantially conflict or interfere with LICENSOR's or other tenants' use of the Premises and that the Premises will not be needed for LICENSOR's purposes during the term of the Agreement.

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

- 1. GRANT OF LICENSE - LICENSOR grants to the LICENSEE a non-exclusive license to

1 use the Office Space. LICENSEE shall have access to the Office Space through the main entry of the
2 Premises and use the Office Space during the Premises' normal business hours, 8:00 a.m. to 5:00
3 p.m. daily, for approximately forty (40) total hours per week.

4 2. TERM AND TERMINATION - This LICENSE shall become effective on the 1st day of
5 July, 2023 and shall terminate on the 30th day of June, 2025. The COUNTY's Department of
6 Behavioral Health (DBH) Director or designee is authorized to execute such written approval on behalf
7 of COUNTY based on CONTRACTOR's satisfactory performance.

8 Termination.

9 This LICENSE or any part thereof may be terminated without cause by LICENSOR at
10 any time by giving LICENSEE sixty (60) days prior written notice. The termination notice by
11 LICENSOR shall be signed by the County Administrative Officer or designee.

12 LICENSEE may terminate this LICENSE or any part thereof upon providing LICENSOR
13 sixty (60) days advance written notice of intent to terminate, transmitted by LICENSEE to LICENSOR
14 by Certified or Registered U.S. Mail, Return Receipt Requested, addressed to the office of COUNTY
15 as follows:

16 Director (or designee)
17 Department of Behavioral Health
18 1925 E. Dakota Ave.
19 Fresno, CA 93726

19 Non-Allocation of Funds.

20 The terms of this Agreement, and the license granted thereunder, are contingent on the
21 approval of funds by the appropriating government agency. Should sufficient funds not be allocated,
22 the license granted may be modified, or this Agreement terminated at any time by giving LICENSEE
23 thirty (30) days advance written notice.

24 Breach of Contract.

25 COUNTY may immediately suspend or terminate this Agreement in whole or in part,
26 where in the determination of COUNTY there is:

- 27 1) An illegal or improper use of funds by CCFMG under the Psychiatric
28 Agreement;

- 1 2) A failure to comply with any term of this Agreement by LICENSEE;
- 2 3) Improperly performed services by CCFMG under the Psychiatric Agreement.

3 3. CONSIDERATION – There is no monetary fee paid by LICENSEE for the Office Space
4 occupied by LICENSEE. Both Parties to this LICENSE benefit from this LICENSE; LICENSEE,
5 through CCFMG, obtains the opportunity to provide psychiatric services to patrons of LICENSOR and
6 the general public. Such consideration, in addition to the mutual promises and covenants made
7 herein by the Parties, is deemed by the Parties to be sufficient.

8 4. UTILITIES - LICENSOR shall pay the cost of all utilities and all necessary telephone
9 service CCFMG needs to perform under the Psychiatric Agreement.

10 5. USE – LICENSEE shall use the Office Space to provide psychiatric services, through
11 CCFMG, in support of LICENSOR’s operations. LICENSEE agrees to not commit, suffer or permit any
12 waste or nuisance on the Premises, and agrees to not use the Premises for any illegal or immoral
13 purposes. LICENSEE further agrees to comply with all State laws, local ordinances and other
14 governmental regulations applicable to LICENSEE’s use of the Premises. LICENSOR warrants that
15 said Premises are safe or suitable for LICENSEE’s intended use and said Premises are in compliance
16 with any or all applicable laws, ordinances and regulations for said use. All improvements to the Office
17 Space by LICENSEE must be authorized by the LICENSOR, and shall be at the sole expense of the
18 LICENSEE, unless otherwise agreed to by the Parties.

19 LICENSEE shall be provided, and shall utilize, approximately one hundred twenty (120)
20 square feet of Office Space in each Service Location per psychiatrist assigned to such Service
21 Location. Changes to the aforementioned square footage for each designated office space may be
22 made upon the sole determination by and written approval of LICENSOR’s Director of Internal
23 Services, or designee. LICENSEE will be notified of any changes thirty (30) days prior to the effective
24 date of the change.

25 6. MAINTENANCE OF LICENSED PREMISES - LICENSOR shall be responsible for the
26 structural condition of the Premises and for all exterior and interior maintenance, including but not
27 limited to the air conditioning, heating, roof, painting, landscaping and parking lot. LICENSOR
28 covenants that the Premises shall be maintained in substantially the same condition as that existing at

1 the commencement of this LICENSE. LICENSOR shall be responsible for all janitorial services,
2 including paper supplies.

3 7. ENFORCEMENT OF LICENSE AGREEMENT - If default shall be made by LICENSEE
4 in any of the covenants or agreements contained in this LICENSE, LICENSOR may, at its sole option,
5 at any time after such default or breach and without any demand on or notice to LICENSEE or to any
6 other person, of any kind whatsoever, re-enter and take possession of said premises and remove all
7 persons or property therefrom, and LICENSEE waives any legal remedy to defeat LICENSOR's rights
8 and possessions hereunder. However, nothing contained herein shall prevent LICENSOR from
9 seeking any other legal or equitable remedies in a court of law which arise from such breach or
10 default.

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

13 (i) Personal service;

14 (ii) Sent by Certified or Registered United States Mail with return receipt requested,
15 or first class postage prepaid, with return receipt requested, to the applicable addresses as set forth
16 below, in which case such notice shall be deemed given three (3) business days if LICENSOR is the
17 recipient, or three (3) business days if LICENSEE is the recipient, after such deposit and postmark
18 with the United States Postal Service;

19 (iii) Sent by a reputable overnight commercial courier, in which case such notice shall be
20 deemed given one (1) business day if LICENSOR is the recipient, or one (1) business day if
21 LICENSEE is the recipient, after such deposit with that courier to the applicable addresses as set forth
22 below; or

23 The addresses and telephone numbers of the Parties for purposes of giving receiving
24 notices under this LICENSEE are as follows:

25 LICENSOR:
26 County of Fresno
27 Robert W. Bash
28 Director of Internal Services/CIO
333 W. Pontiac Way
Clovis, CA 93612

LICENSEE:
Central California Faculty Medical Group
Attn: Joyce Fields-Keene, MPA, CEO
2625 E. Divisadero Street
Fresno, CA 93721

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

5 Notices given hereunder shall not be amendments or modifications to this LICENSE.

6 9. HOLD HARMLESS - LICENSEE agrees to indemnify, save, hold harmless, and at
7 LICENSOR'S request, defend LICENSOR, its officers, agents, and employees from any and all costs
8 and expenses, damages, liabilities, claims, and losses occurring or resulting to LICENSOR in
9 connection with or by LICENSEE's or its officers', agents', or employees' negligent use of the Office
10 Space under this LICENSE, and from any and all costs and expenses, (including without limitation
11 costs and fees of litigation), including attorney fees and court costs, damages, liabilities, claims, and
12 loses occurring or resulting to any person, firm, or corporation who may be injured or damaged by
13 LICENSEE's or its officers', agents', or employees' negligent use of the Office Space under this
14 LICENSE. Expiration or termination of this Agreement shall not terminate any of LICENSEE's
15 obligations under this Section 9, HOLD HARMLESS, herein.

16 The parties acknowledge that as between LICENSOR and LICENSEE, each is
17 responsible for the negligence of its own employees and invitees.

18 10. INSURANCE – Without limiting the COUNTY's right to obtain indemnification from
19 LICENSEE or any third parties, LICENSEE, at its sole expense, shall maintain in full force and effect,
20 the following insurance policies, throughout the term of this LICENSE:

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than Two
23 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Five
24 Million Dollars (\$5,000,000). This policy shall be issued on a per occurrence
25 basis. COUNTY may require specific coverage including completed
26 operations, product liability, contractual liability, Explosion, Collapse, and
27 Underground (XCU), fire legal liability or any other liability insurance deemed
28 necessary because of the nature of the Agreement.

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits for bodily injury of
3 not less than Five Hundred Thousand Dollars (\$500,000) per person and with
4 limit no less than One Million Dollars (\$1,000,000) per accident for bodily
5 injury and property damage. Insurance Services Office Form Number CA
6 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code
7 8 (hired) and 9 (non-owned).

8 C. All Risk Property Insurance

9 LICENSEE will provide property coverage for the full replacement value of
10 the COUNTY's personal property in possession of LICENSEE and/or used in
11 the execution of this Agreement. COUNTY will be identified on an
12 appropriate certificate of insurance as the certificate holder and will be named
13 as an Additional Loss Payee on the Property Insurance Policy.

14 D. Professional Liability

15 Professional Liability Insurance with limits of not less than One Million Dollars
16 (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
17 aggregate. LICENSEE agrees that it shall maintain, at its sole expense, in
18 full force and effect for a period of three (3) years following termination of this
19 Agreement, one or more policies of professional liability insurance with limits
20 of coverage as specified herein.

21 E. Child Abuse/Molestation and Social Services Coverage

22 LICENSEE shall have either separate policies or an umbrella policy with
23 endorsements covering Child Abuse/Molestation and Social Services Liability
24 coverage or have a specific endorsement on their General Commercial
25 Liability policy covering Child Abuse/Molestation and Social Services Liability.
26 The policy limits for these policies shall be One Million Dollars (\$1,000,000)
27 PER OCCURRENCE WITH A Two Million Dollars (\$2,000,000) annual
28 aggregate. The policies are to be on a per occurrence basis.

F. Worker's Compensation

A policy of Worker's Compensation Insurance as may be required by the
California Labor Code.

LICENSEE shall obtain endorsements to the Commercial General Liability insurance naming

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

8 Within thirty (30) days from date LICNESEE executes this LICENSE, LICENSEE shall provide
9 certificates of insurance and endorsement as stated above for all of the foregoing policies, as required
10 herein, to the County of Fresno, Attn: ISD Lease Services (LA-034), 333 Pontiac Way, Clovis, CA
11 93612, stating that such insurance coverages have been obtained and are in full force; that the
12 County, its officers, agents, and employees will not be responsible for any premiums on the policies;
13 that such Commercial General Liability insurance names the County, its officers, agents, and
14 employees, individually and collectively, as additional insured, but only insofar as the operations under
15 this LICENSE are concerned; that such coverage for additional insured shall apply as primary
16 insurance and any other insurance, or self-insurance shall not be cancelled or changed without a
17 minimum of thirty (30) days advance, written notice given to County.

18 In the event LICNESEE fails to keep in effect at all times insurance coverage as herein
19 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
20 LICNESEE upon the occurrence of such event.

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

24 11. INDEPENDENT CONTRACTOR - In performance of the work, duties and obligations
25 assumed by LICENSEE under this LICENSE, it is mutually understood and agreed that LICENSEE,
26 including any and all of the LICENSEE'S officers, agents, and employees will at all times be acting and
27 performing as an independent contractor, and shall act in an independent capacity and not as an
28 officer, agent, servant, employee, joint venturer, partner, or associate of the LICENSOR. Furthermore,

1 LICENSOR shall have no right to control or supervise or direct the manner or method by which
2 LICENSEE shall perform its work and function. However, LICENSOR shall retain the right to
3 administer this LICENSE so as to verify that LICENSEE is performing its obligations in accordance
4 with the terms and conditions of the LICENSE.

5 LICENSOR and LICENSEE shall comply with all applicable provisions of law and the
6 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
7 thereof.

8 Because of its status as an independent contractor, LICENSEE shall have absolutely no
9 right to employment rights and benefits available to LICENSOR'S employees. LICENSEE shall be
10 solely liable and responsible for providing to, or on behalf of, its employees all legally-required
11 employee benefits. In addition, LICENSEE shall be solely responsible and save LICENSOR harmless
12 from all matters relating to payment of LICENSEE'S employees, including compliance with Social
13 Security withholding and all other regulations governing such matters. It is acknowledged that during
14 the term of this LICENSE, LICENSEE may be providing services to others unrelated to the LICENSOR
15 or to this LICENSE.

16 12. SURRENDER OF POSSESSION - Upon the expiration or termination of this
17 LICENSE, LICENSEE will surrender Premises to LESSOR in such condition as existing at the
18 commencement of this LICENSE less reasonable wear and tear and less the effects of any breach of
19 LICENSOR'S covenant to maintain. LICENSEE will not be responsible for any damage which
20 LICENSEE was not obligated hereunder to repair.

21 13. FIXTURES - LICENSOR agrees that any equipment, fixtures or apparatus installed in or
22 on the Office Space by LICENSEE shall continue to be the property of LICENSEE and may be
23 removed by LICENSEE at any time. LICENSEE shall repair any damage caused by the removal of
24 fixtures. Any fixtures not removed when LICENSEE surrenders possession shall become the property
25 of the LICENSOR.

26 14. RIGHT OF ENTRY - LICENSOR, or its representative(s), shall have the right to enter the
27 Office Space at any time without advance notice to LICENSEE during business hours, or at such other
28 time as LICENSOR deems appropriate, to inspect the premises or to make any alterations, repairs or

1 improvements to the Office Space. The normal business of LICENSEE or its invitees shall not be
2 unnecessarily inconvenienced.

3 15. AMENDMENT - This LICENSE may be amended in writing by the mutual consent of the
4 Parties without in any way affecting the remainder.

5 16. NON-ASSIGNMENT - LICENSEE shall not assign, transfer or sub-license this LICENSE
6 nor its rights or duties under this LICENSE without the prior written consent of the LICENSOR, which
7 consent will not be unreasonably denied.

8 17. GOVERNING LAW - Venue for any action arising out of or relating to this LICENSEE
9 shall be in Fresno County, California. This LICENSE shall be governed by the laws of the State of
10 California.

11 18. ENTIRE LICENSE - This License constitutes the entire LICENSE between the
12 LICENSOR and LICENSEE with respect to the subject matter hereof and supersedes all prior
13 LICENSES, negotiations, proposals, commitments, writings, advertisements, publications, and
14 understandings of any nature whatsoever unless expressly referenced in this LICENSE.

15 This LICENSE shall be binding on and inure to the benefit of LICENSOR'S heirs, successors
16 and assigns.

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

3 LICENSEE:
4 CENTRAL CALIFORNIA FACULTY MEDICAL
5 GROUP, INC.

COUNTY OF FRESNO

6 By: DocuSigned by:
Joyce Fields-Keene, MPA
738E88765B98492...

By: Sal Quintero
Sal Quintero
Chairman of the Board of Supervisors of
the County of Fresno

7 Print Name: Joyce Fields-Keene, MPA

8 Title: Chief Executive Officer
9 Chairman of the Board, or President,
10 or any Vice President

11 By: DocuSigned by:
Devin Nugent
B680703109E740B...

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

14 Print Name: Devin Nugent

15 Title: Chief Administrative Officer
16 Secretary (of Corporation), or any
17 Assistant Secretary, or Chief Financial
18 Officer, or any Assistant Treasurer

By: Hanan M
Deputy

19 Date: 10/05/2023

20 Mailing Address:
21 2625 East Divisadero Street
22 Fresno, CA 93721

23 Phone No.: (559) 453-5243
24 Contact: Devin Nugent

25 FOR ACCOUNTING USE ONLY:
26 Fund/Subclass: 0001/10000
27 ORG No.: 56302920
28 Account No.: 56302246
7295/0

Exhibit A

Service Locations

Adult Mental Health Psychiatric Services

County-Operated Outpatient Clinics

Metro Adult Outpatient Clinic

4441 E. Kings Canyon Road
Fresno, CA 93702

West Fresno Regional Center

188 E. California Avenue
Fresno, CA 93706

Children and Adolescent Mental Health Psychiatric Services

County-Operated Outpatient Clinics

Children's Outpatient Clinic

2719 Air Fresno Drive
Fresno, CA 93727

NOTE: The service locations listed above represent current County service locations only. The County may add, remove, or change service locations over the course of this Agreement. The terms of this Agreement will apply to any new service sites at which the staff or employees of Licensee or CCFMG provide contracted services.