

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 20th day of June, 2023 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR listed in Exhibit A "Specialized Supplemental Board and Care Home Contractor List" attached hereto and incorporated herein by reference, and collectively hereinafter referred to as "CONTRACTOR(S)", and such additional CONTRACTOR(S) as may, from time to time during the term of this Agreement, be added or deleted by COUNTY. Reference in this Agreement to party or "parties" shall be understood to refer to COUNTY and each individual CONTRACTOR(S), unless otherwise specified.

WITNESSETH

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-22-230, effective July 1, 2022, whereby, CONTRACTORS agreed to provide Specialized Supplemental Board and Care Home Services; and

WHEREAS, CONTRACTOR Garem Assisted Living Inc. was included in COUNTY Agreement No. A-22-230 when it was executed effective July 1, 2022. The DBH Director previously removed CONTRACTOR Garem Assisted Living Inc. from COUNTY Agreement No. A-22-230 through her authority to remove CONTRACTORS pursuant to Section 17 of COUNTY Agreement No. A-22-230, with an effective date of November 1, 2022. Its Acknowledgement Letter of Removal and signature pages are attached to this Amendment; and

WHEREAS, CONTRACTOR Jan-Roy Place of Fresno Inc. was included in COUNTY Agreement No. A-22-230 when it was executed effective July 1, 2022. The DBH Director previously added a new service location for Jan-Roy Place of Fresno, as listed on Exhibit A "Specialized Supplemental Board and Care Home Contractor List", pursuant to Section 17 of COUNTY Agreement No. A-22-230, with an effective date of November 1, 2022; and

WHEREAS, the DBH Director previously added CONTRACTOR Anne Sippi Clinic Treatment Group to COUNTY Agreement No. A-22-230 through her authority to add CONTRACTORS pursuant to Section 17 of COUNTY Agreement No. A-22-230, with an effective date of August 1, 2022; and

1 WHEREAS, the DBH Director previously added CONTRACTOR Valley Comfort Home, Inc. to
2 COUNTY Agreement No. A-22-230 through her authority to add CONTRACTORS pursuant to Section
3 17 of COUNTY Agreement No. A-22-230, with an effective date of July 1, 2022; and

4 WHEREAS, the DBH Director previously added CONTRACTOR Sierra Meadows Senior Care,
5 Inc. DBH River Bluffs Memory Care to COUNTY Agreement No. A-22-230 through her authority to add
6 CONTRACTORS pursuant to Section 17 of COUNTY Agreement No. A-22-230, with an effective date
7 of September 7, 2022; and

8 WHEREAS, CONTRACTOR Marian Homes Inc. was included in COUNTY Agreement No. A-
9 22-230 when it was executed effective July 1, 2022. The COUNTY now desires to add a new service
10 location for Marian Homes Inc., as listed on Exhibit A "Specialized Supplemental Board and Care Home
11 Contractor List"; and

12 WHEREAS, the COUNTY now desires to add CONTRACTOR Goldridge Home, LLC to
13 COUNTY Agreement No. A-22-230, as listed on Exhibit A "Specialized Supplemental Board and Care
14 Home Contractor List"; and

15 WHEREAS, the parties desire to amend COUNTY Agreement 22-230 to memorialize these
16 changes as stated below.

17 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is
18 hereby acknowledged, the parties agree as follows:

19 1. All references to Exhibit A shall be deemed references to Revised Exhibit A, which is
20 attached and incorporated by this reference.

21 2. All references to Exhibit D shall be deemed references to Revised Exhibit D, which is
22 incorporated by this reference.

23 3. That Section One (1) "Services", Subsection D of the existing COUNTY Agreement No.
24 A-22-230, beginning on Page Two (2), Line Four (4) with the word "In" and ending on Page Two (2),
25 Line Twelve (12) with the word "requests." be replaced in its entirety as follows:

26 "For the purposes of this Agreement, the term "bed hold" includes beds held vacant for
27 persons served who are temporarily [not more than seven (7) consecutive days] absent from a facility.
28 An emergency bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) days must be

1 approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County
2 will pay up to the first seven (7) bed-hold days as stated in Revised Exhibit D "Fresno County DBH
3 Specialized Supplemental Board and Care Homes Approved Rates by Contractor" without approval.
4 CONTRACTOR(S) must submit an authorization request via Special Services Authorization (SSA)
5 Form, to COUNTY's DBH no later than two (2) business days after person served returns to the facility.
6 The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7)
7 days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that
8 the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed
9 hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement."

10 4. That Section Four (4) "Compensation", of the existing COUNTY Agreement No. A-22-
11 230, beginning on Page Four (4), Line Ten (10) with the word "County" and ending on Page Seven (7),
12 Line Nine (9) with the word "compensation." be replaced in its entirety as follows:

13 "A. COUNTY agrees to pay and CONTRACTOR(S) agrees to receive compensation
14 for each day authorized persons served placed by COUNTY reside in the Specialized Supplemental Board
15 and Care Homes, whether or not the person served receives Supplemental Social Security Insurance
16 (SSI)/State Supplementary Payment (SSP) funds, has Medi-Cal, private insurance, or has no other
17 coverage, at the annually negotiated Supplemental Service reimbursement rates set within Exhibit D –
18 "Fresno County DBH Specialized Supplemental Board and Care Homes Approved Rates by Contractor".
19 Rate setting for Supplemental Services shall occur on an annual basis in a format provided by, and a
20 deadline set by COUNTY pursuant to Section Eight (8), "Modification," of the Agreement.

21 A day shall be defined as any portion of a twenty-four (24) hour day beginning at 8:00
22 a.m. and ending at 7:59 a.m. the following day. Day of discharge shall not be billed. However, a day of
23 service may be billed if the person is admitted and discharged during the same day provided that such
24 admission and discharge is not within twenty-four (24) hours of a prior discharge.

25 B. The above Supplemental Service reimbursement rates identified within Exhibit D are
26 combined with a prorated/daily SSI/SSP amount for Basic Services which includes the following
27 components: Room and Board, and Care and Supervision (Maximum) and shall be determined by the
28 Federal SSI Administration and the State of California Department of Health Care Services (DHCS) and

1 may be subject to adjustment by the SSI Administration or DHCS, as appropriate, during each term of this
2 Agreement. COUNTY shall reimburse CONTRACTOR(S) the uniform statewide daily reimbursement rate
3 as published annually by Federal SSI Administration and DHCS and incorporated in to Exhibit D.
4 COUNTY agrees to pay CONTRACTOR(S) the adjusted SSI/SSP amount after the effective date of the
5 adjustment is authorized by the Federal SSI Administration or DHCS, as appropriate, and
6 CONTRACTOR(S) agree to accept such reimbursement as of the effective date of such adjustment,
7 whether or not the cost of providing such services shall have exceeded the amount of the payments
8 hereunder. COUNTY shall notify CONTRACTOR(S) in writing of any rate change within thirty (30) days of
9 COUNTY receiving notice of any rate change from the SSI Administration or DHCS. All parties
10 acknowledge that no additional SSI/SSP monies will be paid to the CONTRACTOR(S) by the COUNTY
11 Public Guardian Office (PGO), for authorized persons served placed in their facilities that are SSI/SSP
12 recipients.

13 C. All parties agree that there will be no SSI payments whatsoever provided to
14 CONTRACTOR(S) from Department's PGO Division for any COUNTY person served who is eligible for
15 Specialized Supplemental Board and Care Home services, regardless of whether or not person served
16 receives SSI/SSP benefits. CONTRACTOR(S) shall seek payment of the equivalent of SSI for room and
17 board/care and supervision services through this Agreement. The parties acknowledge that said
18 equivalent SSI monies to be paid to the CONTRACTOR(S) for SSI recipients are not part of funds
19 provided from the Department's PGO Division.

20 D. In addition, the COUNTY agrees to pay and CONTRACTOR(S) agree to receive
21 compensation for delivering specialized services authorization (SSA) services to augment services under
22 this Agreement for persons served as authorized by COUNTY. An SSA Form must be used to request
23 services for persons served who require services above and beyond Exhibit B, "Specialized Supplemental
24 Board and Care Homes Scope of Work", of this Agreement. The SSA Form may be approved/denied on
25 a case-by-case basis by COUNTY when necessary and applicable, and is in addition to the approved rate
26 identified in Exhibit D. SSA Forms may be submitted to be reviewed/approved per person served, per
27 month by COUNTY DBH for up to a maximum of thirty (30) days, with justification. CONTRACTOR(S)
28 must submit an authorization request in a format determined by COUNTY, to COUNTY's DBH the day that
a determination is made that SSA services are needed for an authorized person served, but no later than

1 two (2) business days after such determination is made. CONTRACTOR(S) shall submit SSA Forms to
2 COUNTY's DBH electronically via email to: DBHLPSConservatorship@fresnocountyca.gov.

3 E. It is acknowledged by all parties hereto that any/all rates may be changed by the Federal
4 SSI Administration and/or DHCS during the term of this Agreement and such rate changes shall become
5 part of this Agreement as set forth in Subsection B above. Any/all rate adjustments shall not result in an
6 increase to the maximum compensation amount of this Agreement as stated herein.

7 F. If a CONTRACTOR is informed that an authorized person served placed in their facility
8 by COUNTY has access to a third-party source for reimbursement other than COUNTY, said
9 CONTRACTOR must direct third-party source to pay COUNTY's DBH. In the event that
10 CONTRACTOR(S) is paid from a third-party source for any authorized person served placed in their
11 facility by the COUNTY from a third-party source, CONTRACTOR(S) shall deduct the amount collected
12 from the third-party source from the amount invoiced to COUNTY for the services provided to any such
13 person served. All amounts collected by CONTRACTOR(S) shall be deducted from the amount
14 otherwise payable to CONTRACTOR(S) pursuant to this Agreement. CONTRACTOR(S) shall maintain
15 and forward to COUNTY, monthly with their invoice, a list of all persons served who have third-party
16 resources.

17 In the event that a person served passes away while residing under the care of
18 CONTRACTOR(S), any remaining balance of "personal needs"/PIN funds held by the facility must be
19 returned to the person or entity that originally sent the money to the facility for the person served.

20 G. CONTRACTOR(S) understand that COUNTY may seek reimbursement from
21 applicable third-party payors (e.g., Medicare, Medi-Cal or other insurance) for services rendered by
22 CONTRACTOR(S) and paid for by COUNTY. Upon request by COUNTY, CONTRACTOR(S) shall
23 prepare and submit information as it relates to authorized persons served placed by COUNTY for the
24 COUNTY to seek reimbursement from such third-party payors.

25 H. In no event shall services performed under this Agreement for all
26 CONTRACTOR(S) combined be in excess of Ten Million, Eight Hundred Thousand and No/100 Dollars
27 (\$10,800,000.00) for each fiscal year beginning with FY 2022-23 through FY 2026-27.
28

1 In no event shall the total maximum amount for the service provided by
2 CONTRACTOR(S) collectively under the terms and conditions of this Agreement for the entire five-year
3 term exceed Fifty-Four Million and No/100 Dollars (\$54,000,000.00). It is understood that all expenses
4 incidental to CONTRACTOR(S) performance of services under this Agreement shall be borne by
5 CONTRACTOR(S).

6 I. Payment by COUNTY shall be in arrears, based on CONTRACTOR's monthly
7 invoice submitted for services provided during the preceding month, within forty-five (45) days after receipt,
8 verification and approval of CONTRACTOR's monthly invoices by COUNTY's DBH. In addition, it is
9 understood by CONTRACTOR that at the discretion of COUNTY's DBH Director or designee, COUNTY
10 reserves the right to deny payment of any additional invoices received sixty (60) days after the expiration of
11 each term of this Agreement or termination of this Agreement. If CONTRACTOR should fail to comply with
12 any provision of this Agreement, COUNTY shall withhold payment until such time as the non-compliance
13 has been corrected, or COUNTY shall be relieved of its obligation for further compensation.

14 J. In the event the maximum compensation amount in any individual fiscal year as
15 noted above, is not fully expended, said remaining unspent funding amounts shall rollover to each
16 subsequent fiscal year's established maximum compensation."

17 5. That Section Eight (8) of County Agreement No. A-22-230, beginning on Page Nine (9),
18 Line Twenty-Seven (27), with the word "Any" and ending on Page Ten (10), Line Twelve (12) with the
19 word "herein." be replaced in its entirety as follows:

20 "Except as provided in Section Three (3), "Termination," this Agreement may not be
21 modified, and no waiver is effective, except by written agreement signed by both parties. The
22 Contractor acknowledges that County employees have no authority to modify this Agreement except as
23 expressly provided in this Agreement.

24 Notwithstanding the above, changes to the "Fresno County DBH Specialized
25 Supplemental Board and Care Homes Approved Rates by Contractor" (Exhibit D) for supplemental rate
26 adjustments, rate increases not exceeding five percent (5%) for each of CONTRACTOR(S)' facilities
27 may be made with the written approval of the COUNTY's DBH Director, or designee, and the individual
28 CONTRACTOR. Additionally, for annual CONTRACTOR and Federal SSI rate adjustments due to

1 state-required facility rate increases for each of CONTRACTOR(S)' facilities may be made with the
2 written approval of the COUNTY's DBH Director, or designee.

3 In addition, non-material changes to the Scope of Work (Exhibit B) as needed to
4 accommodate revisions in the law relating to mental health treatment services may be made with the
5 signed written approval of COUNTY's DBH Director, or designee, and respective CONTRACTOR(S)
6 through an amendment approved by COUNTY's County Counsel and Auditor-Controller/Treasurer-Tax
7 Collector. Said changes shall not result in any change to the maximum compensation amount payable
8 by COUNTY to CONTRACTOR(S), as stated herein."

9 6. That Section Ten (10) of COUNTY Agreement No. A-22-230, beginning on Page Ten
10 (10), Line Eighteen (18) with the word "Contractor(s)" and ending on Page Ten (10), Line Twenty-Eight
11 (28) with the word "agreement" be replaced in its entirety as follows:

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

19 The provisions of this section ten (10) shall survive termination of this Agreement."

20 7. That Section Eleven (11) of COUNTY Agreement No. A-22-230, beginning on Page
21 Eleven (11), Line Two (2) with the word "Without" and ending on Page Thirteen (13), Line Seventeen
22 (17) with the word "better" be replaced in its entirety as follows:

23 "CONTRACTORS shall comply with all the insurance requirements in Exhibit I to this
24 Agreement. Exhibit I is attached and incorporated by this reference."

25 8. That Section Fourteen (14) of COUNTY Agreement No. A-22-230, beginning on Page
26 Fourteen (14), Line Ten (10), with the word "For" and ending on Page Fifteen (15), Line Twenty-Six (26)
27 with the word "notification" be deleted and replaced with the following:
28

1 “CONTRACTORS shall comply with the data security requirements in Exhibit J to this
2 Agreement. Exhibit J is attached and incorporated by this reference.”

3 9. CONTRACTORS hereby agree to all terms of the Agreement, as amended, and agree to
4 be bound by the terms of the Agreement, as amended. CONTRACTORS hereby acknowledge that they
5 have received a complete copy of the Agreement, as amended.

6 10. The parties agree that upon execution of this Amendment I, COUNTY Agreement No. A-
7 22-230 is further revised, updated and amended to add CONTRACTOR Goldridge Home, LLC.

8 11. The parties agree that this Amendment I is sufficient to amend the Agreement; and that
9 effective July 1, 2023 this Amendment I and the Agreement together shall be considered the
10 Agreement.

11 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
12 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
13 in full force and in effect. This Amendment I shall be effective July 1, 2023.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No.
2 A-22-230 as of the day and year first hereinabove written.

3
4 **CONTRACTOR(S):**

COUNTY OF FRESNO

5 **PLEASE SEE SIGNATURE**
6 **PAGES ATTACHED**

7 
8 _____
9 Sal Quintero, Chairman of the Board of
10 Supervisors of the County of Fresno

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

15 By: 
16 _____
17 Deputy

18 **FOR ACCOUNTING USE ONLY:**
19 Fund/Subclass: 0001/10000
20 Organization: 56302175
21 Account/Program: 7295/0

22	<u>\$54,000,000</u>	Term Maximum
23	\$10,800,000	FY 2022-23
24	\$10,800,000	FY 2023-24
25	\$10,800,000	FY 2024-25
26	\$10,800,000	FY 2025-26
27	\$10,800,000	FY 2026-27

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

AK'S HOME OF BLESSING AND JOY INC

By Akwant Malhi

Print Name AKWANT MALHI

Title: Admin / Owner

Date: 5/23/23

Mailing Address:

6631 E. Cetti Ave
Fresno, CA 93727
(559) 708-3485

Contact: Akwant Malhi

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

AK'S HOME OF CARE, LLC

By Akwant Malhi

Print Name AKWANT MALHI

Title: Owner / Admin

Date: 5/15/23

Mailing Address:
122 W. San Gabriel
Clovis, CA 93612
(559) 708-3485
Contact: Akwant Malhi

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No. A-22-230 as of the day and year first hereinabove written.

1 **CONTRACTOR:**

2 **Anne Sippi Clinic Treatment Group**

3
4 By 

5
6 Print Name Nathan Petty

7
8 Title: CFO

9
10 Date: 5/15/2023

11
12 **Mailing Address:**

13 Anne Sippi Clinic Treatment Group
14 Attn: Laura Vargas
15 18200 Highway 178
16 Bakersfield, CA 93306
17 (661) 871-9697

18 **Location of Services:**

19 Anne Sippi Clinic Treatment Group – Riverside Ranch
20 18200 Hwy 178
21 Bakersfield, CA 93306

22 Anne Sippi Clinic Treatment Group – Los Angeles
23 2457 Endicott Street
24 Los Angeles, CA 90032

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

BK HOUSE OF GRACE, LLC

By Balwinder Kaur

Print Name BALWINDER KAUR

Title: Licensee

Date: 05/12/2023

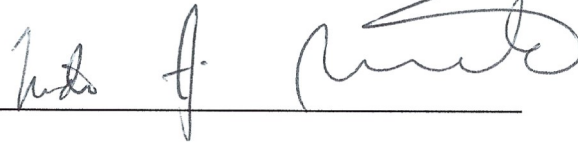
Mailing Address:
1463 N. Archie Ave
Fresno, CA 93703
(559) 244-9484
Contact: Balwinder Kaur

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

BONAVENTE HOME FOR THE ELDERLY II

By 

Print Name NIDA BONAVENTE

Title: Licensee

Date: 05/12/2023


Mailing Address:
2788 W. Fir Ave
Fresno, CA 93711
(559) 313-9052
Contact: Nida Bonavente

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

THE CHIMES HOME

By 

Print Name AMOR A. ALEGRE

Title: Licensee / Administrator

Date: 5/10/2023

Mailing Address:
2845 N. Armstrong Ave
Fresno, CA 93727
(559) 244-0479/369-9949
Contact: Amor Alegre

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

BENEVOLENT RESIDENTIAL CARE SERVICES LLC-

dba DAILEY'S HAVEN

By Estelle Dailey

Print Name Estelle Dailey

Title: Administrator

Date: May 10, 2023

Mailing Address:
5261 E. McKenzie Ave
Fresno, CA 93727
(559) 456-9940/970-1536
Contact: Estelle Dailey

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

GARDEN MANOR

By Joan Black

Print Name Joan Black

Title: Licensee and Administrator

Date: 5/12/2023

Mailing Address:
4983 E. Olive Ave
Fresno, CA 93727
(559) 255-8650x101/289-3166
Contact: Joan Black

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

GOLDRIDGE HOME

By 

Print Name ROSEMARIE H RIEMER

Title: Licensee/Administrator

Date: 05/12/2323

Mailing Address:
2145 Goldridge St
Selma, CA 93662
(559) 708-2877
Contact: Rosemarie Riemer

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

HASKINS RESIDENTIAL CARE

By Donald Haskins

Print Name Donald Haskins

Title: Owner/Administrator

Date: 5/12/2023

Mailing Address:
1037 S. Chestnut Ave
Fresno, CA 93702
(559) 453-6832/352-5240
Contact: Natalie Haskins

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

ANJALEONI ENTERPRISES, INC DBA LEONIE HOUSE

By  _____

Print Name Sundari Susan Kendakur

Title: Administrator

Date: May 12, 2023

Mailing Address:
3086 Armstrong Ave
Clovis, CA 93611
(559) 347-9900/779-4071
Contact: Sundari Susan Kendakur

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

MARIAN HOMES, INC. DBA

SIERRA VILLA REST HOME

By  _____

Print Name Sundari Susan Kendakur

Title: Administrator

Date: May 12, 2023

Mailing Address:

3086 Armstrong Ave

Clovis, CA 93611

(559) 347-9900/779-4071


Contact: Sundari Susan Kendakur

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

MARIAN HOMES, INC. DBA

MARIAN HOMES 3

By  _____

Print Name Sundari Susan Kendakur

Title: Administrator

Date: May 23, 2023

Mailing Address:

3238 Jasmine Ave

Clovis, CA 93611

(559) 347-9900/779-4071

Contact: Sundari Susan Kendakur

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

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CONTRACTOR:

MODESTO RESIDENTIAL LIVING CENTER, INC.

By 

Print Name Dennis A. Monterosso

Title: Owner / President

Date: 05/12/23

Mailing Address:
1932 Evergreen Ave
Modesto, CA 95350
(209) 530-9300
Contact: Lena Baldwin

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

PROVIDIAN RESIDENTIAL CARE SERVICES

INC., DBA FILLMORE CHRISTIAN GARDEN

By *Inthone Milly*

Print Name Inthone Milly

Title: Owner

Date: 5/24/2023

Mailing Address:
4826 E. Fillmore Ave
Fresno, CA 93727
(559) 307-4170
Contact: Inthone Milly

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

ROYAL BOARD AND CARE HOME FOR THE ELDERLY

By _____

Print Name

RUDY RIGON

Title: _____

ADMINISTRATOR / LICENSEE

Date: _____

5/23/23

Mailing Address:

3407 N. Fresno Street

Fresno, CA 93726

(559) 903-6846

Contact: Rudy and Aurora Rigon

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

MARK A. GISLER-dba RUBY'S VALLEY CARE HOME

By Mark A. Gisler

Print Name MARK GISLER

Title: OWNER/LICENSEE

Date: 5-11-2023

Mailing Address:
9919 S. Elm Ave
Fresno, CA 93706
(209) 329-1159
Contact: Mark and Mary Gisler

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR: SIERRA MEADOWS SENIOR CARE, INC.
DBA RIVER BLUFFS MEMORY CARE

By Donna Hurley

Print Name Donna Hurley

Title: President

Date: 5/23/23

Mailing Address:
5425 W. Spruce Ave.
Fresno, CA 93722
(559) 840-0452
Contact: Donna Hurley

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

SUNSHINE BOARD AND CARE II

By Aurora Rigon

Print Name Aurora Rigon

Title: Administrator / Licensee

Date: 5/27/23

Mailing Address:
1642 W. Robinson Ave
Fresno, CA 93705
(559) 903-2401
Contact: Aurora and Rudy Rigon

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment
I to Agreement No. A-22-230 as of the day and year first hereinabove written.

CONTRACTOR:

VALLEY COMFORT HOME, INC

By Priscilla Quito

Print Name PRISCILLA QUINTO

Title: ADMINISTRATOR

Date: 5-11-23

Mailing Address:
6579 E. Fillmore Ave
Fresno, CA 93727
(559) 495-8273/454-0704
Contact: Priscilla Quito

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Specialized Supplemental Board and Care Home Contractor List

Revised Exhibit A

VENDOR	FACILITY LOCATION	CONTACT PERSON
AK's Home of Blessing and Joy, Inc. Remit to: 6631 E. Cetti Ave Fresno, Ca 93727	6631 E Cetti Ave Fresno Ca, 93727	Akwant Malhi 559-708-3485 jchatha1983@hotmail.com
AK's Home of Care, LLC Remit to: 122 W San Gabriel Clovis, CA 93612	122 W San Gabriel Clovis, Ca 93612	Akwant Malhi 559-708-3485 jchatha1983@hotmail.com
Anjaleoni Enterprise, Inc. dba Leonie House Remit to: 3086 Armstrong Ave Clovis, Ca 93611	2931 Caesar Ave Clovis, Ca 93611	Sundari Susan Kendakur 559-347-9900 or 559-779-4071 anjaleoni@me.com
ASC Treatment Group Remit to: 18200 Hwy 178 Bakersfield, Ca 93306	Anne Sippi Clinic (Bakersfield) 18200 Hwy 178 Bakersfield, Ca 93311 Anne Sippi Clinic (Los Angeles) 2457 Endicott Street Los Angeles, Ca 90032	Nick Damian (661) 871-9697 ndamian@annesippclinic.com
Benevolent Residential Care Service, LLC. dba Dailey's Haven Remit to: 5261 E McKenzie Fresno, Ca 93727	4479 N. Eddy Ave Fresno, Ca 93727	Estelle Dailey 559-456-9440 or 559-970-1536 estelle.dailey1@comcast.net
BK House of Grace, LLC Remit to: 813 S Douglas Ave. Fresno, Ca 93727	1463 N Archie Ave Fresno, Ca 93703	Rosemarie Riemer 559-708-2877 rosieriemer@gmail.com
Bonavente Home for the Elderly II Remit to: 2788 W Fir Ave. Fresno, Ca 93711	6097 Harrison Fresno, Ca 93711	Rosemarie Riemer 559-708-2877 rosieriemer@gmail.com
The Chimes Home Remit to: 2845 N Armstrong Ave Fresno, Ca 93727	3041 E Clinton Fresno, Ca 93703	Amor Alegre 559-244-0479 or 559-369-9949 amoralegre122@gmail.com
Garden Manor, Inc. Remit to: 4983 E Olive Ave. Fresno, Ca 93727	4983 E Olive Ave Fresno, Ca 93727	Joan Black 559-255-8650 x201 gardenmanor4983@yahoo.com
Goldenridge home, LLC Remit to: 2145 Goldenridge St. Selma, CA 93662	2145 Goldenridge St. Selma, CA 93662	Rosemarie Riemer 559 708-2877 rosieriemer@gmail.com godriegehome@gmail.com
Haskins Residential Care Remit to: 1037 S Chestnut Ave Fresno, Ca 93702	1037 S Chestnut Ave Fresno, Ca 93702	Donald Haskins 559-453-6832 or 559-352-5240 natalieh@haskinsrescare.com
Jan-Roy Place of Fresno, Inc. Remit to: 4766 E Illinois Ave Fresno, Ca 93702	Jan-Roy Place of Fresno 4766 E Illinois Ave Fresno, Ca 93702 Jan-Roy Place of Fresno 2 4266 N 9th St. Fresno, Ca 93726	Joycelyn Hopper 559-940-9708 or 559-890-0839 janroy8693@gmail.com

Specialized Supplemental Board and Care Home Contractor List

Revised Exhibit A

VENDOR	FACILITY LOCATION	CONTACT PERSON
Marian Homes, Inc. Remit to: 3086 Armstrong Ave Clovis, Ca 93611	Sierra Villa Rest Home 175 W Sierra Ave Clovis, Ca 93612 Marian Homes 3 3238 Jasmine Ave Clovis, Ca 93611	Sundari Susan Kendakur 559-347-9900 or 559-779-4071 anjaleoni@me.com
Mark A Gisler dba Ruby's Valley Care Home Remit to: 9919 S Elm Ave. Fresno, Ca 93706	9919 S Elm Ave Fresno, Ca 93706	Mark Gisler 209-329-1159 marebot@aol.com
Modesto Residential Living Center Remit to: 1932 Evergreen Ave Modesto, Ca 95350	1932 Evergreen Ave Modesto, Ca 95350	Lena Baldwin 209-530-9300 modestorlc@yahoo.com
Providian Residential Care Services, Inc. dba Fillmore Christian Gardens Remit to: 4826 E Fillmore Fresno, Ca 93727	4826 E Fillmore Fresno, Ca 93727	Inthone Milly 559-307-4170 Inthonemilly@providianrcs.com
Royal Board and Care Home for the Elderly Remit to: 3407 N Fresno St Fresno, Ca 93726	3407 N Fresno Fresno, Ca 93726	Rudy Rigon 559-903-6846 rudyrigon@gmail.com
Sierra Meadows Senior Care, Inc. dba River Bluffs Memory Care Remit to: 5425 W. Spruce Ave. Fresno, Ca 93722	5425 W. Spruce Fresno, Ca 93722	Donna Hurley 559 840-0422 dhurley@riverbluffsmcc.com
Sunshine Board and Care II Remit to: 1642 W Robinson Ave Fresno, Ca 93705	1642 W Robinson Ave Fresno, Ca 93705	Aurora Rigon 559-903-2401 auroraarigon@gmail.com
Valley Comfort Home, Inc. Remit to: 6579 E Fillmore Ave. Fresno, Ca 93727	6579 E Fillmore Ave Fresno, Ca 93727	Priscilla Quinto 559-495-8273 or 559-454-0704 precydquinto@yahoo.com

**Fresno County Department of Behavioral Health
Specialized Supplemental Board and Care Homes
Approved Rates by Provider
Fiscal Year 2023-24**

Contract Provider	County Approved Daily Supplemental Services Rate	Social Security Income Services Daily Room and Board and Care and Supervision Rate	Total Daily Rate
AK's Home of Blessing and Joy, Inc.	\$97.00	\$43.56	\$140.56
AK's Home of Care, LLC	\$69.30	\$43.56	\$112.86
Anjaleoni Enterprises, Inc. - dba Leonie House	\$126.00	\$43.56	\$169.56
ASC Treatment Group - dba Anne Sippi Clinic (Bakersfield)	\$183.75	\$43.56	\$227.31
ASC Treatment Group - dba Anne Sippi Clinic (Los Angeles)	\$183.75	\$43.56	\$227.31
Benevolent Residential Care Services LLC - dba Dailey's Haven	\$131.25	\$43.56	\$174.81
BK House of Grace, LLC	\$95.66	\$43.56	\$139.22
Bonavente Home for the Elderly II	\$99.90	\$43.56	\$143.46
The Chimes Home	\$117.60	\$43.56	\$161.16
Garden Manor	\$123.74	\$43.56	\$167.30
Goldridge Home, LLC	\$141.00	\$43.56	\$184.56
Haskins Residential Care	\$190.24	\$43.56	\$233.80
Jan-Roy Place of Fresno, Inc.	\$126.00	\$43.56	\$169.56
Jan-Roy Place of Fresno 2	\$126.00	\$43.56	\$169.56
Marian Homes, Inc. - dba Sierra Villa Rest Home	\$126.00	\$43.56	\$169.56
Marian Homes 3	\$126.00	\$43.56	\$169.56
Mark A Gisler - dba Ruby's Valley Care Home	\$161.79	\$43.56	\$205.35
Modesto Residential Living Center, Inc.	\$85.00	\$43.56	\$128.56
Providian Residential Care Services Inc. - dba Fillmore Christian Gardens	\$131.25	\$43.56	\$174.81
Royal Board and Care Home for the Elderly	\$92.25	\$43.56	\$135.81
Sierra Meadows Senior Care, Inc. - dba River Bluffs Memory Care	\$245.75	\$43.56	\$289.31
Sunshine Board and Care II	\$93.00	\$43.56	\$136.56
Valley Comfort Home, Inc.	\$116.25	\$43.56	\$159.81

** Bed holds shall be paid for a period of seven (7) calendar days at a rate that is reimbursed at 50% of the daily rate per contracted provider.

Exhibit I

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit I

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit I

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit I

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

Exhibit J
Data Security

1. Definitions

Capitalized terms used in this Exhibit J have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit J.
- (C) **“Director”** means the County’s Director of the Department of Behavioral Health or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit J.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit J.

Exhibit J
Data Security

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit J;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

Exhibit J
Data Security

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

(A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit J, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
- (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
- (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit J
Data Security

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

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

Exhibit J
Data Security

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

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

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: incidents@fresnocountyca.gov, phone number 559 600-5900 (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit J, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit J, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

Exhibit J Data Security

In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit J.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit J, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit J.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit J. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

Exhibit J Data Security

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

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit J may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit J and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit J or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

Exhibit J
Data Security

9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit J shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit J is intended to confer, nor shall anything in this Exhibit J confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
SUSAN L. HOLT
DIRECTOR OF BEHAVIORAL HEALTH
PUBLIC GUARDIAN

November 29, 2022

Joycelyn Hopper, Administrator/Owner
Garem Assisted Living, Inc
4266 N. 9th Street
Fresno, CA 93726

RE: Garem Assisted Living, Inc. Removal from Master Agreement No. A-22-230

Dear Ms. Hopper,

The County of Fresno, through its Department of Behavioral Health, is requesting to remove Garem Assisted Living, Inc from Agreement No. 22-230 effective November 1, 2022, which is the Department's Agreement for Specialized Supplemental Board and Care Home services.


Please sign and return the attached signature page to formally remove Garem Assisted Living, Inc (Tax ID 87-4449580) Licensed Residential Care Facility from Agreement No. 22-230.

If you have any questions, please contact Bryan Hernandez, Staff Analyst, at (559) 600-0689.

Respectfully,

Susan L. Holt, LMFT
Director of Behavioral Health


CONTRACTOR: GAREM ASSISTED LIVING, INC

By Joycelyn Hopper 

Print Name: Joycelyn Hopper

Title: President
Chairman of the Board, President, or Vice President

Date: 12/01/2022

By Kir Gilroy Mendoza 

Print Name: Kir Gilroy Mendoza

Title: Assistant Treasurer
Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

Date: 12/01/2022