

AMENDMENT V TO AGREEMENT

1
2 THIS AMENDMENT V, hereinafter referred to as Amendment V, is made and entered into this
3 11th day of April, 2023 by and between the **COUNTY OF FRESNO**, a Political Subdivision of
4 the State of California, hereinafter referred to as "**COUNTY**", and each CONTRACTOR listed in Exhibit
5 A "List of Contractors" attached hereto and incorporated herein by reference, and collectively
6 hereinafter referred to as "CONTRACTOR(S)", and such additional CONTRACTOR(S) as may, from
7 time to time during the term of this Agreement, be added or deleted by COUNTY. Reference in this
8 Agreement to party or "parties" shall be understood to refer to COUNTY and each individual
9 CONTRACTOR(S), unless otherwise specified.

WITNESSETH

10
11 WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement
12 No. A-18-250, effective May 8, 2018, COUNTY Amendment No. A-18-250-1, effective September 1,
13 2018, COUNTY Amendment No. A-18-250-2, effective September 1, 2018, COUNTY Amendment No.
14 A-18-250-3, effective February 1, 2021, and COUNTY Amendment No. A-22-450, effective October 11,
15 2022 hereinafter all collectively referred to as "COUNTY Agreement No. A-18-250", whereby
16 CONTRACTORS agreed to provide inpatient psychiatric hospital services to persons in Fresno County
17 eligible for such services under the Medi-Cal program, pursuant to Sections 14700 *et seq.* and 14712 *et*
18 *seq.* of the California Welfare and Institutions Code; COUNTY may also determine the need to refer
19 persons not eligible for Medi-Cal;

20 WHEREAS, the parties now desire to amend the Agreement to revise each CONTRACTORS'
21 rate sheets to allow CONTRACTORS to set a flat rate for professional fees or bill per minute as
22 described in Section 3 of this Amendment;

23 WHEREAS, CONTRACTOR BHC Fremont Hospital, Inc., previously referred to in this
24 Agreement as Behavioral Health Care Fremont Hospital, desires to amend the Agreement effective
25 upon execution of this Amendment;

26 WHEREAS, CONTRACTOR Bakersfield Behavioral HealthCare Hospital, LLC, previously
27 referred to in this Agreement as Bakersfield Behavioral Health Hospital, desires to amend the
28 Agreement effective upon execution of this Amendment;

1 WHEREAS, CONTRACTOR BHC Sierra Vista Hospital, Inc., previously referred to in this
2 Agreement as Behavioral Health Care Sierra Vista Hospital desires to amend the Agreement effective
3 July 1, 2022;

4 WHEREAS, CONTRACTOR SJBH, LLC, previously referred to in this Agreement as San Jose
5 Behavioral Health, desires to amend the Agreement effective July 1, 2022;

6 WHEREAS, the COUNTY now desires to add CONTRACTOR BHC Heritage Oaks Hospital,
7 Inc. to the Agreement effective July 1, 2022;

8 WHEREAS, the COUNTY now desires to add CONTRACTOR Aurora Vista Del Mar, LLC to the
9 Agreement effective upon execution of this Amendment;

10 WHEREAS, the COUNTY now desires to add CONTRACTOR Aurora Behavioral Healthcare-
11 Santa Rosa, LLC to the Agreement effective November 1, 2022;

12 WHEREAS, the parties desire to amend the Agreement to memorialize these changes, as
13 described below.

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

16 1. All references to "Exhibit A" shall be deemed references to "Revised Exhibit A." Revised
17 Exhibit A is attached and incorporated by this reference.

18 2. All references to Exhibit D shall be deemed references to each CONTRACTORS'
19 respective Exhibit D as indicated on Revised Exhibit A. Each CONTRACTORS' respective Exhibit D is
20 attached and incorporated by this reference.

21 3. That Section Four (4) of COUNTY Amendment No. A-22-450, beginning on Page One
22 (1), Line Twenty-Seven (27) with the word "Psychiatrist" and ending on Page Four (4), Line Two (2)
23 with the word "agreement." Be replaced in its entirety as follows:

24 "Psychiatrist Services: Psychiatrist/Professional Fees (Professional Services), shall be identified
25 in CONTRACTORS' respective Exhibit D, *et seq.* and may or may not be included in the Inpatient Day
26 Rate. If Professional Fees are not included in the Inpatient Day Rate, they must be noted in chart notes
27 and billed per minute on the CMS1500 form or invoiced on a template approved by COUNTY."
28

1 4. That Section Twenty-Seven (27) of COUNTY Agreement No. A-18-250, beginning on
2 Page Twenty-Three (23), Line Seventeen (17) with the word “Contractor(s)” and ending on Page
3 Twenty-Three (23), Line Twenty-Six (26) with the word “Contractor(s)” Be replaced in its entirety as
4 follows:

5 “The Contractor(s) shall indemnify and hold harmless and defend the County (including its
6 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs,
7 expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County,
8 the Contractor(s), or any third party that arise from or relate to the performance or failure to perform by
9 the Contractor(s) (or any of its officers, agents, subcontractors, or employees) under this Agreement.
10 The County may conduct or participate in its own defense without affecting the Contractor’s obligation
11 to indemnify and hold harmless or defend the County.”

12 5. That Section Twenty-Eight (28) of COUNTY Agreement No. A-18-250, beginning on
13 Page Twenty-Three (23), Line Twenty-Eight (28) with the word “Without” and ending on Page Twenty-
14 Five (25), Line Twenty-Eight (28) with the word “better” Be replaced in its entirety as follows:

15 “CONTRACTORS shall comply with all the insurance requirements in Exhibit O to this
16 Agreement. Exhibit O is attached and incorporated by this reference.”

17 6. That Section Thirty-Nine (39) of COUNTY Agreement No. A-18-250, beginning on Page
18 Thirty-Two (32), Line Five (5), with the word “For” and ending on Page Thirty-Three (33), Line Twenty-
19 Three (23) with the word “notification” be deleted and replaced with the following:

20 “CONTRACTORS shall comply with the data security requirement in Exhibit P to this
21 Agreement. Exhibit P is attached and incorporated by this reference.”

22 7. CONTRACTORS hereby agree to all terms of the Agreement, as amended, and agree to
23 be bound by the terms of the Agreement, as amended. CONTRACTORS hereby acknowledge that they
24 have received a complete copy of the Agreement, as amended.

25 8. The parties agree that upon execution of this Amendment V, COUNTY Agreement No.
26 A-18-250 is further revised, updated and amended to add CONTRACTORS: (1) BHC Heritage Oaks
27 Hospital, Inc., (2) BHC Sierra Vista Hospital, Inc., and (3) Aurora Behavioral Healthcare-Santa Rosa,
28 LLC.

1 9. The parties agree that this Amendment V is sufficient to amend the Agreement; and that
2 upon execution of this Amendment V, the Agreement, Amendment I, Amendment II, Amendment III,
3 Amendment IV, and Amendment V together shall be considered the Agreement.

4 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
5 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
6 in full force and in effect.

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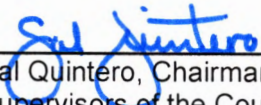
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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 A-18-250 as of the day and year first hereinabove written.

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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

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By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
Organization: 56302666
Account/Program: 7223/0

<u>\$47,000,000</u>	Term Maximum
\$ 500,000	FY 2017-18 (Prorated)
\$5,000,000	FY 2018-19
\$5,500,000	FY 2019-20
\$12,000,000	FY 2020-21
\$12,000,000	FY 2021-22
\$12,000,000	FY 2022-23

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 A-18-250 as of the day and year first hereinabove written, effective upon execution.
3
4

5 CONTRACTOR: **BHC FREMONT HOSPITAL, INC.**

6 By Josiah Stickels
7

8 Print Name: Josiah Stickels

9
10 Title: COO/Chairman of the Board
11 Chairman of the Board, President, or Vice President

12 Date: 3/3/23
13

14
15 By Patricia Williams

16 Print Name: PATRICIA WILLIAMS
17

18 Title: CEO
19 Secretary (of Corporation), Assistant Secretary,
20 Chief Financial Officer, or Assistant Treasurer

21 Date: 3/3/23
22

23 MAILING ADDRESS:

24 39500 Sundale Drive, Suite 200
25 Fremont, CA 94538
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No. A-18-250 as of the day and year first hereinabove written, effective upon execution.

CONTRACTOR: **BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC**

By *J Beall*

Print Name: JOHN BEALL

Title: CEO & Board Chair
Chairman of the Board, President, or Vice President

Date: 3.22.2023

By *B Andersen*

Print Name: Benjamin Andersen

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


Date: 3/20/2023

MAILING ADDRESS:

5201 White Lane
Bakersfield, CA 93309

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 A-18-250 as of the day and year first hereinabove written, effective July 1, 2022.


3
4
5 CONTRACTOR: **BHC SIERRA VISTA HOSPITAL, INC.**

6 
7 By Tami Brooks (Mar 21, 2023 18:51 EDT)

8 Print Name: Tami Brooks

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

12 Date: 03/21/2023

13
14 
15 By Karampal Singh (Mar 21, 2023 15:49 PDT)

16 Print Name: Karampal "Paul" Singh

17
18 Title: Chief Financial Officer
19 Secretary (of Corporation), Assistant Secretary,
20 Chief Financial Officer, or Assistant Treasurer

21 Date: 03/21/2023

22
23 MAILING ADDRESS:

24 8001 Bruceville Road
25 Sacramento, CA 95823

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 A-18-250 as of the day and year first hereinabove written, effective July 1, 2022.

3
4 CONTRACTOR: SJBH, LLC.

5
6 dba SAN JOSE BEHAVIORAL HEALTH

7 By 

8
9 Print Name: Steve Vanderpoel

10 Title: CEO
11 Chairman of the Board, President, or Vice President

12
13 Date: _____

14
15 By 

16
17 Print Name: RACHEL C. COX

18
19 Title: Chief Financial Officer
20 Secretary (of Corporation), Assistant Secretary,
21 Chief Financial Officer, or Assistant Treasurer

22 Date: 9/27/23

23
24 MAILING ADDRESS:

25 455 Silicon Valley Blvd.
26 San Jose, CA 95138

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 A-18-250 as of the day and year first hereinabove written, effective July 1, 2022.


3
4
5 CONTRACTOR: **BHC HERITAGE OAKS HOSPITAL, INC.**

6
7 By  _____

8 Print Name: Yannis Angouras

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

12 Date: 03/21/2023

13
14
15 By  _____
16 Allison Roebuck (Mar 21, 2023 15:44 PDT)

17 Print Name: Allison Roebuck

18 Title: Group Chief Financial Officer
19 Secretary (of Corporation), Assistant Secretary,
20 Chief Financial Officer, or Assistant Treasurer

21 Date: 03/21/2023

22
23 MAILING ADDRESS:

24 4250 Auburn Blvd.
25 Sacramento, CA 95841

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 A-18-250 as of the day and year first hereinabove written, effective upon execution.

3
4 CONTRACTOR: AURORA VISTA DEL MAR, LLC.

5 By 

6
7 Print Name: Cotton Reed

8
9 Title: Chairman of the Board
10 Chairman of the Board, President, or Vice President

11 Date: 3/03/2023

12
13 By 

14
15 Print Name: Monica McJoy

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

20 Date: 3/3/23

21
22 MAILING ADDRESS:

23 801 Seneca St.
24 Ventura, CA 93001

25
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment V to Agreement No.
2 A-18-250 as of the day and year first hereinabove written, effective November 1, 2022.

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4
5 CONTRACTOR: AURORA BEHAVIORAL HEALTHCARE – SANTA ROSA, LLC.

6
7 By  _____

8 Print Name: Tristan Ivy

9
10 Title: CEO
11 Chairman of the Board, President, or Vice President

12 Date: 3/20/2023

13
14
15 By  _____

16
17 Print Name: WADE Sturgeon

18 Title: CFO
19 Secretary (of Corporation), Assistant Secretary,
20 Chief Financial Officer, or Assistant Treasurer

21 Date: 3-27-2023

22
23 MAILING ADDRESS:
24 1287 Fulton Road
25 Santa Rosa, CA 95401
26
27
28

MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
LIST OF CONTRACTORS

Revised Exhibit A

PROVIDER	EXHIBIT D	SERVES ADULTS	SERVES YOUTH	AEDP*	MEDI-CAL	CA REGION	MILES (1-WAY)	CITY	ZIP	INTAKE PHONE	INTAKE FAX
BHC Fremont Hospital, Inc.	Revised Exhibit D-1	Yes	Yes	Yes	Yes	Bay Area	171.3	Fremont	94538	(888) 796-1101	(510) 574-4885
Bakersfield Behavioral HealthCare Hospital, LLC	Revised Exhibit D-2	Yes	Yes	No	Yes	Central	110.8	Bakersfield	93309	(661) 241-5507	(661) 241-5587
BHC Sierra Vista Hospital, Inc.	Revised Exhibit D-3	Yes	Yes	No	Yes	Central	159.7	Sacramento	95823	(916) 288-0316	(916) 688-5440
SJBH, LLC – dba San Jose Behavioral Health	Revised Exhibit D-4	Yes	Yes	No	Yes	Bay Area	139.3	San Jose	95138	(669) 234-5950	(669) 234-5936
BHC Heritage Oaks Hospital, Inc.	Revised Exhibit D-5	Yes	Yes	No	Yes	Central	175.9	Sacramento	95841	(916) 830-2229	(916) 217-6218
Aurora Vista Del Mar, LLC	Revised Exhibit D-6	Yes	Yes	No	Yes	Southern	213.5	Ventura	93001	(805) 519-1824	(805) 653-0612
Aurora Behavioral Healthcare – Santa Rosa, LLC	Revised Exhibit D-7	Yes	Yes	No	Yes	Bay Area	240.2	Santa Rosa	95401	(707) 800-7700	(707) 800-7797

AEDP* = Adolescent Eating Disorders Program

Revised February 8, 2023

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: Behavioral Health Care (BHC) Fremont Hospital

Contract Term: Upon Execution through June 30, 2023

Contract Contact: Tricia Williams, CEO/Managing Director; (510) 574-4883 (office); Patricia.Williams3@uhsinc.com;

Billing Contact: Elaine Vera, Business Office Supervisor
(510) 743-2008; Fax: (510)743-2013; elaine.vera@uhsinc.com
39500 Sundale Drive, Suite 200, Fremont, CA 94538

Intake Contact: Inpatient: (888) 796-1101; FAX (510) 574-4888
Clinical Outpatient Coordinator (510) 574-4851

Service Address: 39001 Sundale Drive, Fremont, CA 94538; (510) 796-1100

Services: Acute Inpatient Psychiatric Services;
Mental Health and Dual Diagnosis for Children, Adolescent, Adult, and Geriatric patients; Voluntary or Involuntary (5150s) Admits

Ages Served: Children Ages 6 - 11; Adolescents Ages 12 - 17; Adults 18-64;
Geriatric ages 65+

Capacity: 148 total beds – 6 children beds (flexible from adolescent beds based on census; need by age); 46 adolescent beds (can be flexed with adult beds based on census); 86 adult beds; 16 geriatric beds.

Client Transportation: Into Facility - Responsibility of, and paid for by referring entity;
Post-Release – Facilitation of transportation is the responsibility of Fremont Hospital.

Medi-Cal Billing: For ages 5 - 21 and 65+

Service Rates: As listed below. Contract Inpatient Day Rate is Inclusive of Physician Fees.

Medi-Cal

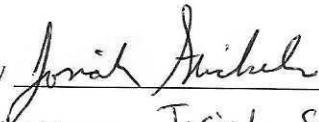
Inpatient Day Rate (Code 124):	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$1,415	\$1,457	\$1,501	\$1,546	\$1,740	\$1821
Adult	1,370	1,411	1,453	1,497	1,685	\$1763


Short Doyle

Inpatient Day Rate:	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$1,415	\$1,457	\$1,501	\$1,546	\$1,740	\$1821
Adult	1,370	1,411	1,453	1,497	1,685	\$1763

Administrative Day Rate (Code 169):

	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$565.58	TBD	TBD	TBD	660.66	\$803.88
Adult	565.58	TBD	TBD	TBD	660.66	\$803.88

By 
Print Name: Josiah Stickels
Title: COO / Chairperson of the Board
Chairperson of the Board, or
President, or any Vice President

By 
Print Name: PATRICIA WILLIAMS
Title: CEO
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: Bakersfield Behavioral Health Hospital (BBHH), LLC

Contractor Term: Upon Execution through June 30, 2023

Contract Contact: Benjamin Andersen, Chief Financial Officer (CFO),
benjamin.andersen@bakersfieldbehavioral.com

Intake Contact: Randy Beasley, Director of Intake, FAX (661) 241-5587 (FAX is delivered as an email); (661) 241-5507; Randolph.Beasley@bakersfieldbehavioral.com

Billing Contact: Olivia Madrid, Business Office Manager, (661)241-5599

Billing/Service Address: 5201 White Lane, Bakersfield, CA 93309

Services: Acute Inpatient Psychiatric Services;
Mental Health and Dual Diagnosis for Children, Adolescents and Adults; and Voluntary or Involuntary (5150s) Admits

Ages Served: Children Ages 5 – 12; Adolescents Ages 13 – 17; Adults Ages 18+

Capacity: 90 beds total (23 beds are flexible based on census need by age)
Adults from 38-61 beds; Youth from 29 to 52 beds

Medi-Cal Billing: YES, for ages 5 – 21 and 65+

Client Transportation: Into Facility - Responsibility of, and paid for by referring entity;
Post-Release - Responsibility of, and paid for by BBHH.

Service Rates: As listed below.

Medi-Cal
Inpatient Day Rate (Code 124):

	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$916	\$945	\$975	\$1,006	\$1,038	\$1,149.50
Adult	800	825	850	875	900	\$1,116.50
Professional Fee						N/A

Short Doyle
Inpatient Day Rate:

	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$	\$	\$	\$	\$1,149.50
Adult						\$1,116.50
Professional Fee						N/A

Administrative Day Rate (Code 169):

	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$489.28	\$503.96	\$519.08	\$534.65	\$550.69	\$726.39
Adult	489.28	503.96	519.08	534.65	550.69	\$726.39

By John Beall
Print Name: JOHN BEALL
Title: CEO & Board
Chair

Chairperson of the Board, or
President, or any Vice President

By Benjamin Andersen
Print Name: Benjamin Andersen
Title: CFO

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

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: BHC Sierra Vista Hospital, Inc. D.B.A. Sierra Vista Hospital

Contract Term: Upon Execution through June 30, 2023

Contract Contact: Martin Gutierrez, Director of Contract Management
Office: 916-480-5113; Cell: 916-317-8359; Fax: 916-688-1217
Martin.gutierrez@uhsinc.com

Billing Contact: Krystal Orr, Patient Account Rep. Lead. 916-288-0302 X 511;
916-688-1217; Krystal.orr@uhsinc.com
8001 Bruceville Road, Sacramento, CA 95823

Intake Contact: Inpatient: (916) 288-0316; FAX (916) 688-5440
John Truong, Chief Operating Officer
Elizabeth Larsson Assessment & Referral Manager

Service Address: 8001 Bruceville Road, Sacramento, CA 95823

Services: Acute Psychiatric Hospital Services;
Mental Health and Dual Diagnosis for Adolescents and Adults.

Ages Served: Adolescents Ages 13 – 17; Adults Ages 18+

Capacity: 171 Beds total. 146 Adult Beds and 25 Adolescent Beds

Client Transportation: Into Facility - Responsibility of referring entity and paid for by referring entity; Post Release – Responsibility of Fresno County, and paid by Fresno County.

Medi-Cal Billing: For ages 13 – 21 and 65+

Service Rates: As listed below. Professional Fees claimed per minute*.

Medi-Cal					
Inpatient Day Rate (Code 124):	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$793	\$793	\$793	\$793	\$1127
Adult	\$1094	\$1094	\$1094	\$1094	\$1279
Short Doyle					
Inpatient Day Rate:	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$883	\$883	\$883	\$883	\$1127
Adult	\$1094	\$1094	\$1094	\$1094	\$1279

Administrative Day Rate (Code 169):

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$565.58	\$597.37	\$597.34	\$597.37	\$803.88**
Adult	\$565.58	\$597.37	\$597.34	\$597.37	\$803.88**

**As prescribed by DHCS, subject to change on state’s specified effective date.

By *Tami Brooks*
~~Tami Brooks (Mar 1, 2023 16:34 PST)~~

Print Name: Tami Brooks

Title: Chief Executive Officer
 Chairperson of the Board, or
 President, or any Vice President

By 
~~Karampal Singh (Mar 1, 2023 16:51 PST)~~

Print Name: Karampal “Paul” Singh

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

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: San Jose Behavioral Health

Contract Term: Upon Execution through June 30, 2023

Contract Contact: Agapi Kouropoulos, Director of Business Development, San Jose Behavioral Health; (669) (400-6220) (cell); (408) (282-2066) (fax)

Billing Contact: Ruben Leyva, Director of Business Office
(669) (234-5938); (669) (234-5958) Fax;
Ruben.Leyva@AcadiaHealthcare.com;
San Jose Behavioral Health, 455 Silicon Valley Blvd., San Jose CA, 95138

Intake Contact: Inpatient: (669) (234-5950); (669) 234-5936 FAX
Clinical Outpatient Coordinator: Jennifer Bradley-Weiss, (669) 234-5959

Service Address: 455 Silicon Valley Blvd., San Jose CA, 95138; (669) 234-5959

Services: Acute Inpatient Psychiatric Services;
Mental Health and Dual Diagnosis for Children, Adolescent, Adult, and Geriatric patients; Voluntary or Involuntary (5150s) Admits

Ages Served: Adolescents Ages 14 – 17; Adults Ages 18+

Capacity: 133 beds
Adults (99)
Adolescent (34)

Client Transportation: Into Facility - Responsibility of (i.e. referring entity) and paid for by (referring entity); Post-Release – Responsibility of, and paid for by San Jose Behavioral Health.

Medi-Cal Billing: For ages 14-18, 65+

Service Rates: As listed below. Contract Inpatient Day Rate is inclusive of Physician/Professional Fees.

Medi-Cal					
Inpatient Day Rate (Code 124):	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$1,518	\$1,589	\$1,663	\$1,967
Adult	\$	\$1,518	\$1,589	\$1,663	\$1,904

Short Doyle					
Inpatient Day Rate:	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$1,518	\$1,589	\$1,663	\$1,967
Adult	\$	\$1,518	\$1,589	\$1,663	\$1,904

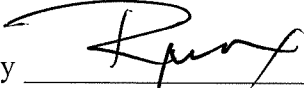
Administrative Day Rate (Code 169):

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$595	\$595	\$595	\$595	\$803.88
Adult	\$595	\$595	\$595	\$595	\$803.88

By 

Print Name: Steve Vandenberg

Title: Chief Executive Officer
Chairperson of the Board, or
President, or any Vice President

By 

Print Name: RACHEL C. COX

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

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: BHC Heritage Oaks Hospital, Inc. d.b.a. Heritage Oaks Hospital

Contract Term: Upon Execution through June 30, 2023

Contract Contact: Martin Gutierrez, Director of Contract Management, Heritage Oaks Hospital;
Office: (916) 480-5113 Fax (916) 596-2014
martin.gutierrez@uhsinc.com

Billing Contact: Wendy McClaine, Business Office Director
(916) 489-3336 ext. 2215 Office; (916) 489-1765 Fax;
wendy.mcclaine@uhsinc.com
4250 Auburn Blvd., Sacramento, CA 95841

Intake Contact: Inpatient: Krystin Sommer, A&R Director (916) 830-2229;
(916) 217-6218 FAX; krystin.sommer@uhsinc.com

Service Address: 4250 Auburn Blvd., Sacramento, CA 95841; (916) 489-3336

Services: Acute Inpatient Psychiatric Services;
Mental Health and Behavioral Health, Dual Diagnosis for Adolescents,
Adults and Senior Adults; and Voluntary or Involuntary (5150s) Admits

Ages Served: Adolescents Ages 13 – 17; Adults Ages 18-64; Senior Adults 65+

Capacity: 125 beds total; 5 beds are flexible based on census need by age; 112
Adult/Senior Adult Psych beds; 8 dedicated Adolescent beds

Client Transportation: Into Facility - Responsibility of referring entity and paid for by referring
entity; Post-Release – Responsibility of Heritage Oaks Hospital, and paid
for by Fresno County

Medi-Cal Billing: For ages 13-21

Service Rates: As listed below.

Medi-Cal					
Inpatient Day Rate (Code 124):	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$793	\$793	\$889	\$889	\$1127
Adult	\$	\$	\$979	\$979	\$1279
Short Doyle					
Inpatient Day Rate:	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth (w/PSS*)	\$793	\$883	\$889	\$889	\$1127
Adult	\$979	\$979	\$979	\$979	\$1279

Administrative Day Rate (Code 169)**:

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$565.58	\$597.34	\$597.34	\$660.66	\$803.88**
Adult	\$565.58	\$597.34	\$597.34	\$660.66	\$803.88**

**As prescribed by DHCS, subject to change on the state's specified effective date.

By  _____

Print Name: Yannis Angouras

Title: Chief Executive Officer
 Chairperson of the Board, or
 President, or any Vice President

By  _____
[Allison Roebuck \(Mar 7, 2023 10:04 PST\)](#)

Print Name: Allison Roebuck

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

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: Aurora Vista Del Mar, LLC.

Contract Term: Upon Execution through June 30, 2023

Contract Contact: Monica McJoy CFO, Aurora Vista Del Mar, LLC.
(626) 868-5268 cell
monica.mcjoy@aurorabehavioral.com

Billing Contact: Norma Ramirez, Business Office Manager
(805) 746-2151 Cell; (805) 652-0305 FAX;
Norma.ramirez@aurorabehavioral.com

Intake Contact: Inpatient: Ruben Alonzo
(805) 519-1824 Cell; (805) 653-0612 FAX

Service Address: 801 Seneca St., Ventura, CA 93001; (805) 653-6434

Services: Acute Inpatient Psychiatric Services;
Mental Health and Dual Diagnosis for Adolescents and Adults, and
Voluntary or Involuntary (5150s) Admits

Ages Served: Adolescents Ages 13 - 17; Adults Ages 18+

Capacity: 87 Licensed Beds

Client Transportation: Into Facility - Responsibility of sending referral and paid for by sending
referral; Post-Release - Responsibility of Vista Del Mar, LLC.

Medi-Cal Billing: For ages 12-21 and 65+, MAC ages 22-64

Service Rates: As listed below. Contract Inpatient Day Rate is inclusive of
Physician/Professional Fees.

Medi-Cal					
Inpatient Day Rate (Code 124):	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$830	\$830	\$925	\$925	\$1250
Adult	\$780	\$780	\$900	\$900	\$1200

Short Doyle					
Inpatient Day Rate:	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$	\$	\$1,075	\$1250
Adult	\$	\$	\$	\$1,050	\$1200

Administrative Day Rate (Code 169):

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$	\$	\$750	\$975
Adult	\$	\$	\$	\$700	\$925

By 

Print Name: Cotton Reed

Title: Chairman of the Board

Chairperson of the Board, or
President, or any Vice President

By 

Print Name: Monica McJoy

Title: Chief Financial Officer

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

**MASTER AGREEMENT
INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES**

Contractor Name: AURORA BEHAVIORAL HEALTHCARE SANTA ROSA

Contract Term: Upon Execution through June 30, 2023

Contract Contact: Wade Sturgeon, CFO
626-366-3751
wadesturgeon@aurorabehavioral.com

Billing Contact: Heidi Cooper-Serini, Director of Business Office
707-800-7737
Heidi.cooper-sereni@aurorabehavioral.com

Intake Contact: Inpatient: 707-800-7731
FAX: 707-800-7795

Service Address: 1287 Fulton Rd, Santa Rosa, CA 95401

707-800-7700

Services: Acute Inpatient Psychiatric Services;
Mental Health and Dual Diagnosis for Children, Adolescents and Adults; and
Voluntary or Involuntary (5150s) Admits). IOP and PHP Outpatient Services

Ages Served: Adolescents Ages 13 - 17; Adults Ages 18+

Capacity: 144 Beds on 7 separate units
All beds are eligible for use by all age types.
Typically we have 19 to 38 beds (1 or 2 units) assigned to Adolescents
with the rest assigned to Adults.

Client Transportation: Into Facility - Responsibility of referring entity and paid for by referring entity;
Post-Release - Responsibility of, and paid for by Aurora Behavioral Healthcare Santa
Rosa.

Medi-Cal Billing: For ages (i.e. 5 - 21 and 65+)

Service Rates: Contract Inpatient Day Rate is inclusive of Physician/Professional Fees.

Medi-Cal


Inpatient Day Rate (Code 124):	<u>FY 2018-19</u>	<u>FY 2019 - 20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$	\$	\$	\$1,769
Adult	\$	\$	\$	\$	\$1,608
Older Adult					\$1,637

Short Doyle

Inpatient Day Rate:	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$	\$	\$	\$1,769
Adult	\$	\$	\$	\$	\$1,608
Older Adult					\$1,637

Administrative Day Rate (Code 169):

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Youth	\$	\$	\$	\$	\$950
Adult	\$	\$	\$	\$	\$950

By: 
 Print Name: Kristen Joy
 Title: CEO
 Chairperson of the Board, or
 President, or any Vice President


By: 
 Print Name: WADE Sturgeon
 Title: Chief Financial Officer
 Secretary (of Corporation), or
 any Assistant Secretary, or
 Chief Financial Officer, or
 any Assistant Treasurer

Exhibit O

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) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit O

(H) **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.

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 P 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

Exhibit O

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.
 - (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 technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) 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

Exhibit O

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.
- (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 P
Data Security

1. Definitions

Capitalized terms used in this Exhibit P 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 P.
- (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 P.
- (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 P.

Exhibit P
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 P;
 - (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 P
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 P, 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 P
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 P. 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 P
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: (559) 600-6200 / ematthews@fresnocountyca.gov (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 P, 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 P, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

Exhibit P 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 P.
- (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 P, 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 P.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit P. 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 P 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 P, 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 P 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 P 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 P 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 P 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 P
Data Security

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

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit P is intended to confer, nor shall anything in this Exhibit P 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.