SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated November 7, 2023 and is between The Regents of the University of California, on behalf of the University of California, San Francisco (UCSF) University of Medicine-Fresno Medical Education Program, a California Constitutional Corporation ("University"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. County, through its Department of Behavioral Health (DBH), has determined there is a need of assistance from psychiatric residents and their specialized skills.
- B. University has psychiatric residents participating in its Psychiatric Residency Training Program and desires access to facilities in which its residents can obtain broader clinical learning experiences.
- C. County entered into Agreement No.22-082 with University on March 8, 2022 for psychiatric resident services. Agreement No. 22-082 expired when written approval to extend Agreement No. 22-082, according to the terms of the agreement, was not completed timely. University is qualified and willing to continue providing these services pursuant to the terms and conditions of this Agreement.
- D. The parties desire to execute this Agreement effective retroactive to July 1, 2023, to evidence the intent and actions of the parties for an agreement of psychiatry resident services, based on the terms and conditions of Agreement No. 22-082.

The parties therefore agree as follows:

1. **Original Agreement**. Notwithstanding anything to the contrary in Agreement No. 22-082 Agreement No. 22-082 is incorporated herein as though its terms and conditions are fully set forth below, and together with the terms and conditions set forth below, constitute the entire agreement and understanding between University and County concerning the subject matter hereof for the term hereof, and supersede all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in and modified by this Agreement.

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- of this Agreement, may be extended for one (1) additional twelve (12) month period upon the written approval of County and University not later than sixty (60) days prior to the close of the then current Agreement term. County's DBH Director, or designee, is authorized to execute such written approval on behalf of County based on University's satisfactory completion of the terms and conditions of this Agreement.
- 3. **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

June 30, 2024. This Agreement, subject to satisfactory completion of the terms and conditions

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

Term. This Agreement is effective retroactive to July 1, 2023 and terminates on

- (B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- (D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

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- (E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.
- 4. **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.
- 5. Because this Agreement is effective retroactive to July 1, 2023, any services that have been performed, and for which compensation or reimbursement of expenses has been paid, prior to the execution of this Agreement are hereby approved and ratified by the parties. Except as modified herein, the terms and conditions of Agreement No. 22-082, are ratified and restated herein in full, and all remaining terms and conditions contained in Agreement No. 22-082, that are not modified herein, shall remain in full force and effect during the term of this Agreement.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause. 2 Regents of the University of California, dba University of California, San Francisco, County of Fresno 3 University of Medicine-Fresno Medical **Education Program** 4 Quintero, Chairman of the Board of 5 -DocuSigned by: Stacy Sawtelle Volura Supervisors of the County of Fresno 6 Stacy Sawtelle Vohra, MD, Interim DIO Attest: Bernice E. Seidel 7 Clerk of the Board of Supervisors County of Fresno, State of California 8 155 N. Fresno Street Fresno, CA 93701 9 10 For accounting use only: 11 Org No.: 56304756 12 Account No.: 7295/0 Fund No.: 0001 13 Subclass No.:10000 14 15 16 17 18 19 20 21 22 23 24 25 26

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