SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated August 11, 2026 and is between Central Valley Regional Center, Inc (CVRC), a California Non-Profit corporation, referred to ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County and Contractor understand that providing mental health treatment services to persons with a serious mental illness and a co-existing developmental disability is challenging and complex.

B. The County and Contractor are not well-equipped on their own to address the special needs of this dually diagnosed population, persons with a serious mental illness and a co-occurring developmental disability.

C. A consortium of Regional Centers which includes Contractor, Kern County Regional Center (KCRC), and Tri-County Regional Center (TCRC) have been working in collaboration with provider, Telecare Corporation ("Telecare"), to operate a fifteen (15) bed Mental Health Rehabilitation Center (MHRC), known as "Sanger Place," designed to focus on persons who meet criteria, independent of their developmental disability, for treatment in a mental health inpatient program.

D. The MHRC is located at 2511 Jensen Avenue, Sanger California 93657 and will be referred to as Sanger Place.

E. The County, through its Department of Behavioral Health (DBH) has agreed to provide a Licensed Practitioner of the Healing Arts to serve as liaison to Sanger Place. The liaison shall meet periodically with the partner Regional Center coordinator and Telecare staff to discuss issues related to the management and care of individuals served at Sanger Place.

F. Contractor has agreed to provide County's DBH with reimbursement for costs associated with the provision of the liaison and consultation services provided by .25 FTE Licensed Practitioner of the Healing Arts.

G. Contractor is willing and able to provide such services to eligible Fresno County persons served, pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all the services provided in Exhibit A to this agreement, titled "Fresno County Department of Behavioral Health Scope of Work".

1.2 Contractor shall participate in monthly, or as needed, workgroup meeting consisting of staff from County's DBH to discuss correct medical documentation requirements, data reporting, training, policies and procedures, overall program operation and any problems or foreseeable problems that may arise.

1.3 Contractor shall file an incident report for all incidents involving persons served, following DBH's "Incident Reporting and Intensive Analysis" policy and procedure guide, or a protocol and worksheet presented by Contractor that is accepted by County DBH Director, or designee.

1.4 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.5 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations. Additionally, Contractor shall comply with laws, regulations, and requirements in Exhibit B to this Agreement, titled "Health Insurance Portability And Accountability Act (HIPAA) Business Associate Agreement".

Article 2

County's Responsibilities

2.1 The County shall provide a Licensed Practitioner of the Healing Arts (LPHA) to serve as a liaison between DBH, CVRC, and other consortium agency(ies) participating in the utilization and operation of the Sanger Place MHRC.

2.2 County shall participate in evaluating levels of care components and the efficiency of collaboration with the Contractor staff and will be available to Contractor for ongoing consultation. County shall receive and analyze statistical outcome data from the Contractor throughout the term of contract. County shall notify the Contractor when additional participation is required.

Article 3

Compensation, Invoices, and Payments

3.1 The Contractor agrees to pay, and the County agrees to receive compensation for the performance of its services under this Agreement as described in Exhibit C to this Agreement, titled “Fresno County Department of Behavioral Health Financial Terms and Conditions”.

3.2 **Additional Fiscal Requirements.** The Contractor shall comply with all Fiscal requirements in Exhibit C to this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on July 1, 2026 and terminates on June 30, 2029 except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least thirty (30) days before the first day of the next one-year extension period. The County’s DBH Director or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor’s satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
Director, Department of Behavioral Health
County of Fresno
5260 N. Palm Ave. Suite 321
Fresno, CA 93704

For the Contractor:
Executive Director
Central Valley Regional Center
4615 N. Marty Avenue
Fresno, CA 93722

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three (3) County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one (1) County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, either party may give written notice of the breach to the other party. The written notice may suspend performance under this Agreement, and must provide at least thirty (30) days for the breaching party to cure the breach.

(B) If the breaching party fails to cure the breach to the non-breaching party's satisfaction within the time stated in the written notice, the non-breaching party may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the non-breaching, the breaching party has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report; or

(4) Improperly performed any of its obligations under this Agreement.

6.2 **Termination without Cause.** In circumstances other than those set forth above, either party may terminate this Agreement by giving at least thirty (30) days advance written notice to the other party.

6.3 **Economic Sanctions.** In accordance with Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals, the County may terminate this Agreement if the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities. The County shall provide at least thirty (30) days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance**. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits**. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

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

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

8.3 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor’s compliance with the terms of this Agreement.

10.2 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County’s public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, may be subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, may be subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) (“CPRA”).

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people’s business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County’s right or duty to disclose to the public or governmental agency any such record or data.

10.3 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five (5) business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least ten (10) days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Data Security

11.1 The Contractor shall be responsible for the privacy and security safeguards, as identified in Exhibit E to this agreement, titled "Data Security." To the extent required to carry out the assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any County data collected and stored by the Contractor, the Contractor shall afford the County access as necessary at the Contractor's reasonable discretion, to the Contractor's facilities, installations, and technical capabilities. If new or unanticipated threats or hazards are discovered by either the County or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

Article 12

Disclosure of Self-Dealing Transactions

12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit F to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 13

Disclosure of Ownership and/or Control Interest Information

13.1 **Applicability.** This provision is only applicable if Contractor is disclosing entities, fiscal agents, or managed care entities, as defined in Code of Federal Regulations (C.F.R.), Title 42 §§ 455.101, 455.104 and 455.106(a)(1),(2).

13.2 **Duty to Disclose**. Contractor must disclose the following information as requested in the Provider Disclosure Statement, Disclosure of Ownership and Control Interest Statement, Exhibit G:

(A) Disclosure of Five Percent (5%) or More Ownership Interest:

(1) In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location

and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.

(2) In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

(3) For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

(4) For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

(B) Disclosures Related to Business Transactions:

(1) The ownership of any subcontractor with whom Contractor has had business transactions totaling more than $25,000 during the twelve (12) month period ending on the date of the request.

(2) Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the five (5) year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

(C) Disclosures Related to Persons Convicted of Crimes:

(1) The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person’s involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

(2) County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity

has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last ten (10) years.

13.3 Contractor must provide disclosure upon execution of Contract, extension for renewal, and within thirty-five (35) days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.

13.4 Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

13.5 **Reporting**. Submissions shall be scanned pdf copies and are to be sent via email to DBHPlanAdministration@fresnocountyca.gov with a copy sent via email to the assigned DBH Contract Analyst. County may deny enrollment or terminate this Agreement where any person with five percent (5%) or greater direct or indirect ownership interest in Contractor has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years. County may terminate this Agreement where any person with five percent (5%) or greater direct or indirect ownership interest in the Contractor did not submit timely and accurate information and cooperate with any screening method required in C.F,R, Title 42, Section 455.416

Article 14

Disclosure of Criminal History and Civil Actions

14.1 Applicability. Contractor is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers, or partners (hereinafter collectively referred to as "Contractor"):

(A) Within the three (3) year period preceding the Agreement award, they have been convicted of, or had a civil judgment tendered against them for:

(1) Fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(2) Violation of a federal or state antitrust statute;

(3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or

(4) False statements or receipt of stolen property.

(B) Within a three (3) year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

14.2 **Duty to Disclose.** Disclosure of the above information will not automatically eliminate Contractor from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew this Agreement and any additional information or explanation that Contractor elects to submit with the disclosed information will be considered. If it is later determined that the Contractor failed to disclose required information, any contract awarded to such Contractor may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Contractor must sign a “Certification Regarding Debarment, Suspension, and Other Responsible Matters – Primary Covered Transactions” in the form set forth in Exhibit H. Additionally, Contractor must immediately advise the County in writing if, during the term of the Agreement: (1) Contractor becomes suspended, debarred, excluded or ineligible for participation in Federal or State funded programs or from receiving federal funds as listed in the excluded parties list system (http://www.epls.gov); or (2) any of the above listed conditions become applicable to Contractor. Contractor shall indemnify, defend, and hold County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility, or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

Article 15

General Terms

15.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

(A) Notwithstanding the above, non-material changes to services, staffing, and responsibilities of the Contractor, as needed, to accommodate changes in the laws relating to service requirements, may be made with the signed written approval of County’s DBH Director, or designee, and Contractor through an amendment approved by County’s County Counsel and the County’s Auditor-Controller/Treasurer-Tax Collector’s Office. Said modifications shall not result in any change to the maximum compensation amount payable to Contractor, as stated herein.

15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

15.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

15.5 **Construction.** The final form of this Agreement is the result of the parties’ combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

15.6 **Days.** Unless otherwise specified, “days” means calendar days.

15.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

15.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

Contractor shall take affirmative action to ensure that services to intended beneficiaries are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(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.

(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.

(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.

15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

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The parties are signing this Agreement on the date stated in the introductory clause.

Central Valley Regional Center, Inc.

By: ______________________

Print Name: Josh Carrillo

Title: Deputy Director - operations

Date: 7-23-26

By: ______________________

Print Name: Matthew Bahr

Title: Executive Director

Date: 7-23-26

Central Valley Regional Center, Inc.
4615 N. Marty Avenue
Frenso, CA 93722

COUNTY OF FRESNO

____
Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

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

By: ______________________
Deputy

For accounting use only:

Org No.: 56302067
Account No.: 5800/0
Fund No.: 0001
Subclass No.: 10000

FRESNO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCOPE OF WORK

I. **PROGRAM NAME**

Central Valley Regional Center (CVRC) – Sanger Place

II. **BACKGROUND**

Fresno County Department of Behavioral Health (County) Liaison will provide oversight, specialty consultation, review and evaluation functions and facilitate communication to an extensive network of key constituencies and consortium participants. County Liaison will ensure that applicable local, state and federal regulations and guidelines are adhered to as required.

CVRC operates a Mental Health Rehabilitation Center (MHRC), known as "Sanger Place," where services are provided through contracted provider Telecare Corporation. Sanger Place provides integrated, recovery-oriented services specially designed to support individuals who have a diagnosis of serious mental illnesses (SMI) and co-occurring intellectual or developmental disabilities (IDD) who are eligible for Regional Center services offered through CVRC. Developmentally disabled individuals with mental health treatment needs must be appropriate to receive services from an MHRC program consistent with regulations set forth in Title 9, Division 1, Chapter 3.5 of the California Code of Regulations (CCR) when they also have a serious mental health illness as described in California Welfare and Institutions Code, Section 5600.3(b)(2).

CVRC will work in conjunction with Tri-County Regional Center (TCRC) and Kern County Regional Center (KCRC) to place persons from each Regional Center at Sanger Place as appropriate and based on capacity.

Persons served will present with long-standing, episodic psychiatric illnesses, which may be further complicated by co-existing medical conditions. Their histories may include, but are not limited to: multiple acute or state hospitalizations; placements in state developmental centers; detention under 6500 holds; temporary or permanent conservatorship; estrangement or conflict within family systems; patterns of antisocial or criminal behavior; substance use disorders; violent or self-injurious behavior; disrupted or incomplete educational experiences; fragmented involvement with community mental health and social service agencies; reliance on public assistance or supplemental income; difficulty structuring daily activities or independently pursuing long-term goals; limited social or vocational skills relative to their age group; and a consistent pattern of expressed or behavioral resistance to treatment.

Services are delivered with the objective of reducing mental health symptomology that limits the persons served from residing successfully in a less restrictive community setting, while supporting the acquisition of skills necessary to pursue their preferred life and self-defined goals. Throughout service delivery, emphasis is placed on facilitating a safe and effective transition back to the community, reducing dependence on state institutions, emergency departments, and acute psychiatric inpatient hospitalizations, and improving satisfaction with the management of mental health diagnoses and associated pharmacotherapy.

III. TARGET POPULATION

The target population includes persons served who have a diagnosis of SMI with a co-occurring IDD over the age of 18, eligible for Regional Center Services pursuant to California Welfare and Institutions Code, Division 4.5, Chapter 5. Eligible persons must meet the following criteria:

- assessed as needing a twenty-four (24) hour residential treatment setting for six to eighteen months;
- assessed by the program as being able to cognitively benefit from rehabilitation and recovery services;
- persons over the age of sixty years old will be assessed to determine if the treatment program is best suited for their needs.

All clients must have a primary diagnosis of SMI and co-occurring IDD. Acceptable diagnosis generally accepted but not limited to: Schizophrenia Disorder, Schizoaffective Disorder, Bipolar Disorder, Major Mood Disorders, Post Traumatic Stress Disorder, and anxiety disorders which directly impact one's ability to function in the community. All persons served by Sanger Place receive Regional Center services based on their specific support needs and diagnosis. A significant number of MHRC persons may also have histories of substance abuse and/or aggressive behaviors.

Persons over the age of 60 shall not be excluded solely based on age, provided they meet all other admission criteria and are reasonably expected to benefit from the program's services.

Exclusionary criteria include a primary diagnosis of organic mental disorders or substance use disorders, life-threatening medical problems or any health problem requiring more than an outpatient level of medical intervention, and individuals without sufficient verbal skills to be able to adequately benefit from the services.

IV. DESCRIPTION OF SERVICES

a. **Services Start Date:** July 1, 2026

b. **Summary of Services**

Sanger Place provides comprehensive behavioral health services within a 24-hour, sub-acute inpatient setting for persons served with SMI and co-occurring IDD. Some persons served are admitted under involuntary holds and require a secure environment to ensure the protection of their health and safety. Sanger Place has a maximum capacity of 15 beds to provide services to persons served dual diagnosis SMI and co-occurring IDD. All services must be provided in accordance with the Sanger Place Program Design approved by CVRC and County.

Each Regional Center will assume financial responsibility for placement costs including:

- Transportation of the Regional Center persons accepted for treatment at Sanger Place from their residence to Sanger Place;
- Treatment services supplied by Telecare at Sanger Place;
- Transportation Services to a new residential setting upon completion of the prescribed treatment program;
- Transportation cost for services required to be provided in person's county of residence;

- Ancillary and non-psychiatric cost for persons whose services are not eligible for Medi-Cal, Medicare, or third-party insurance reimbursement.

Reimbursement to Telecare by Tri-Counties Regional Center, Kern County Regional Center, and Central Valley Regional Center will be dispersed in arrears to Telecare in monthly payments subject to agreements completed by each Regional Center and Telecare.

c. Location of Services

Sanger Place MHRC 2511 Jensen Ave Sanger, CA 93657

d. Hours of Operation

Sanger Place MHRC provides services twenty-four hours a day, seven days a week (24/7 services).

e. Schedule of Services

Services may include, but are not limited to:

- Assessments
- Treatment Plans
- Safety Planning/Crisis Management Plan
- Clinical Team Meetings
- Recovery-oriented conversations using the Recovery Centered Clinical System
- Cognitive Behavioral Therapy (CBT) and/or Dialectical Therapy (DBT) adapted for IDD
- Applied Behavior Analysis
- Trauma-Informed Care
- Psychoeducation
- Pharmacotherapy
- Social and Educational Activities

f. Average Person Served Length of Stay

The program is designed for a maximum length of 18 months but may vary based on the clinical needs of persons being served.

g. Referral Sources and Referral Process

Referrals shall be referred through each partner Regional Center (CVRC, Kern County Regional Center, and Tri-Counties Regional Center). Admission requires review of referral information by the representatives from the partner Regional Center, Telecare staff, and a clinical representative from Fresno County Department of Behavioral Health. Each Regional Center's respective case managers, or other appropriate staff, shall be responsible for notifying the behavioral health service agency in the county of origin of the person served of the person's acceptance for treatment at Sanger Place.

County will review admission packets, "Interpretive Summaries", and approve, deny, or ask additional questions for more information or clarity. County will assure each person in residence at Sanger Place meets all eligibility admission and continued-stay criteria. County will review in cooperation with the clinical supervisors at Sanger Place. County will assist with communication with other County Department of Behavioral Health (DBH) services as needed.

If County denies approval of admission packet due to lack of documentation for medical necessity, Sanger Place may explain their evaluation criteria and County will re-examine for medical necessity. If the justification is sound, County will recommend Sanger Place update their medical documentation. CVRC will ensure that Sanger Place implement the recommended changes made by County.

County will assist in establishing processes to address referrals not meeting criteria and assist with development of a policy and procedure guide to explain the process. CVRC will ensure Sanger Place will implement recommendations to current process as requested by County Liaison.

County will review Discharge Summaries from Sanger Place for appropriate preparation and aftercare.

h. Care Coordination/Transition Plan

i. Intake and Initial Assessment

1. Intake and assessment procedures will be in accordance with the Sanger Place Program Design approved by CVRC and County.

ii. Transition and Discharge

When an individual at Sanger Place develops symptoms of acute psychiatric distress requiring acute involuntary inpatient psychiatric treatment, using the criteria of medical necessity established through regulations, an individual may require transfer from Sanger Place to an acute psychiatric facility for services. It is the intent of the parties that the individual shall be transferred to an acute psychiatric facility located within the individual's county of origin or otherwise designated by county of origin to provide acute involuntary psychiatric treatment services to the individual.

In an emergency, however, County understands that it may be necessary to transfer a non-County individual to a County facility for acute involuntary inpatient psychiatric treatment. In this event, the parties will work together to facilitate a timely transfer to the acute psychiatric facility within the individual's county of origin or otherwise designated by the county of origin to provide such services. The county of origin is responsible for payment of the acute stay at Fresno County funded hospitals and psychiatric health facilities until the individual is transferred back to the county of origin's psychiatric facility.

For counties able to provide immediate access to their own acute psychiatric facility, Sanger Place will arrange a transfer to that facility, provided the individual is able to be managed within the Sanger Place environment while arrangements are being made for such transfer. While Sanger Place will have the ability to involuntarily detain individuals including the appropriate use of seclusion and restraints for short periods of time, individuals exhibiting acute exacerbations of symptoms needing ongoing containment and involuntary detainment must be transferred to an acute setting.

In nearly all cases, Sanger Place is able to accept individuals back after the individual is stabilized for a period of time in an acute facility. Discharge planning shall be arranged through the acute facility, Regional Center case managers and Sanger Place social services. Payment for services for individuals unable to be returned to Sanger Place but remaining in acute settings and no longer meeting the criteria for acute care services, will be provided under the terms of each partner Regional Center's interagency agreement with each County.

The Sanger Place Liaison will convene a meeting with all key constituencies including Sanger Place, Regional Center liaison, Regional Center case managers, County liaison and other parties significant to the individual's disposition plan to assist in expediting discharge from the acute care facility. The mechanism for this process is to be developed by the County's DBH and Sanger Place liaison with the intent of expediting an individual's return to an appropriate setting based on the needs of the individual.

Discharge planning begins at the time of admission. Discharge plans identify the desired environments, necessary skills and supports of the person served to maintain that environment.

i. **Level of Care/Modality of Services**:
Sanger Place is an inpatient Mental Health Rehabilitation Center.

j. **Evidence-Based Practice(s):**
Contractor shall utilize evidence-based practices (EBPs) and interventions to offer clinically appropriate, unduplicated services and maintain fidelity to the program model, including provision of psychiatric services.

Contractor must be prepared to utilize EBPs throughout their programming as clinically appropriate and as described in the approved Sanger Place program design, to employ harm reduction and strength-based approaches.
Examples of EBPs include but are not limited to:

i. Motivational Interviewing (MI)
ii. Trauma Informed Care (TIC)
iii. Cognitive Behavioral Therapy (CBT)
iv. Dialectical Behavior Therapy (DBT)
v. Psychoeducation

Other evidence-based practice models recognized as effective in improving functioning of the target population, and as befitting the Contractor's program vision may also be utilized if deemed appropriate.

k. **Contractor shall**:

i. Sanger Place is required to submit to each partner Regional Center a special incident report pursuant to CCR, Title 17, Division 2, Chapter 3, Article 2, §54327.
ii. Convene a meeting with all key constituencies including Sanger Place, Regional Center liaison, County liaison, and other parties significant to the persons disposition plan to assist in expediting discharge from the acute care facility.
iii. CVRC will ensure Sanger Place will implement recommendations made by County Liaison in relation to eligibility or concerns.
iv. CVRC will ensure Sanger Place will implement changes to documentation requirements per recommendations made by the County Liaison.
v. CVRC will ensure Sanger Place will develop and maintain a process for monitoring and reporting all critical incidents.
vi. CVRC will ensure that Sanger Place submits Incident Reports to County using County's established process.
vii. CVRC will involve other agencies and elicit the support of resources necessary to assist in the resolution of problems.

l. **County shall:**

i. Assist Contractor's efforts to evaluate the needs of each person served on an ongoing basis to ensure that the level of care they are receiving is clinically appropriate.
ii. Provide oversight and collaborate with Contractor and other County Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with DHCS and/or other oversight agencies in regard to program administration and outcomes.
iii. Participate in evaluating overall program progress and efficiency and be available to Contractor for ongoing consultation.

iv. Participate in the quality-of-care utilization management review oversight of Sanger Place, actively seeking areas needing improvement and communicating recommendations to CVRC and Sanger Place.

v. Review and evaluate Quarterly Reports for each person and will approve, deny, or ask additional questions for more information or clarity regarding continued treatment at Sanger Place. The Quarterly Reports must demonstrate ongoing medical necessity for the person(s) to continue treatment at Sanger Place.

vi. If County denies approval of ongoing treatment due to lack of documentation for medical necessity, Sanger Place may explain their evaluation criteria and County will re-examine for medical necessity. If the justification is sound, County will recommend Sanger Place update their medical documentation. CVRC will ensure that Sanger Place implement the recommended changes made by County.

vii. Attend Quarterly Meetings with Sanger Place to engage in the exchange of information and enhance collaboration efforts.

viii. Review 15-day Interpretive Summaries, as necessary. Review 30-day Interpretive Summaries for each person to review for appropriate placement at Sanger Place.

ix. May request reports related to length and stay, goals of ongoing treatment, disposition planned, discharge placements, etc.

x. County may provide hands-on support regarding clinical care, regulations, resources and liabilities, as requested. DBH, in partnership with regional center clinical staff, will collaborate to provide insight into best clinical processes for any mental health treatment provided.

xi. County will ensure the communication of incidents as needed to appropriate parties within DBH and other agencies as mandated by regulation.

xii. County may participate in clinical review forums to identify ways to modify and improve services based on an analysis of critical incidents.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

I. County is a “Covered Entity,” and Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that Contractor will create and/or receive Protected Health Information (“PHI”) from or on behalf of County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 et seq.; 42 CFR 2; 42 CFR 431; California Civil Code section 56 et seq.; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, Contractor, as a business associate of County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of Contractor.

II. Contractor shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a County funded program. Contractor shall not use such identifying information for any purpose other than carrying out Contractor’s obligations under this Agreement.

III. Contractor shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client/patient.

IV. For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

V. Contractor shall provide access, at the request of County, and in the time and manner designated by County, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to County in order to meet the requirements of 45 CFR Section164.524 regarding access by individuals to their PHI.

Contractor shall make any amendment(s) to PHI in a designated record set at the request of County, and in the time and manner designated by County in accordance with 45 CFR Section 164.526.

Contractor shall provide to County or to an individual, in a time and manner designated by County, information collected in accordance with 45 CFR Section 164.528, to permit County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

VI. Contractor shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County's Information Security Officer and Privacy Officer and DBH's HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno	County of Fresno	County of Fresno
Department of Public Health	Department of Public Health	Office of Information Security
HIPAA Representative	Privacy Officer	Chief Information Security Officer
(559) 600-6439	(559) 600-6405	(559) 600-5810
P.O. Box 11867	P.O. Box 11867	333 W. Pontiac Way
Fresno, California 93775	Fresno, California 93775	Clovis CA, 93612

VII. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by Contractor on behalf of County, available to the United States Department of Health and Human Services upon demand.

VIII. Safeguards

Contractor shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County; and to prevent access, use or disclosure of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Upon County's request, Contractor shall provide County with information concerning such safeguards.

Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

IX. Mitigation of Harmful Effects

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractor or its subcontractors in violation of the requirements of these provisions.

X. Contractor's Subcontractors

Contractor shall ensure that any of its subcontractors, if applicable, to whom Contractor provides PHI received from or created or received by Contractor on behalf of County, agree to the same restrictions and conditions that apply to Contractor with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such subcontractors.

XI. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from County (or created or received by Contractor on behalf of County) that Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable, of Contractor. If Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to County by Contractor.

XII. Interpretation

The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

XIII. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA regulations means the section as in effect or as amended.

XIV. Survival

The respective rights and obligations of Contractor as stated in this Section shall survive the termination or expiration of this Agreement.

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH FINANCIAL TERMS AND CONDITIONS

This Exhibit sets forth the financial terms and conditions, including compensation, invoicing, billing, audits, and other fiscal requirements, and is incorporated into the Agreement between County and Contractor. Contractor shall ensure timely and accurate compensation for services delivered and fulfill all responsibilities associated with funding sources under this Agreement.

I. Compensation

Contractor shall compensate County for services rendered under this Agreement, subject to the limitations and conditions herein. Compensation under this Agreement shall be paid only for services performed in accordance with its terms, while the Agreement is in effect, and subject to the amounts stated in this section.

a. Total Maximum Compensation

Total compensation payable to County for all services provided under this Agreement is not to exceed Two Hundred Seventy-Seven Thousand Eight Hundred Sixty-Six and 20/100 Dollars ($277,866.20), during the entire term of this Agreement.

The maximum compensation may be increased only through a written amendment.

i. Illustrative Table

Fiscal Year (FY)	Total FY Maximum Compensation
FY 2026-27	$55,573.24
FY 2027-28	$55,573.24
FY 2028-29	$55,573.24
FY 2029-30	$55,573.24
FY 2030-31	$55,573.24
	$277,866.20

b. Maximum Compensation

For each fiscal year covered by this Agreement, the maximum compensation payable to County shall be as follows:

July 1, 2026 – June 30, 2027: Fifty-Five Thousand Five Hundred Seventy-Three and 24/100 Dollars ($55,573.24)

July 1, 2027 – June 30, 2028: Fifty-Five Thousand Five Hundred Seventy-Three and 24/100 Dollars ($55,573.24)

July 1, 2028 – June 30, 2029: Fifty-Five Thousand Five Hundred Seventy-Three and 24/100 Dollars ($55,573.24)

July 1, 2029 – June 30, 2030: Fifty-Five Thousand Five Hundred Seventy-Three and 24/100 Dollars ($55,573.24)

July 1, 2030 – June 30, 2031: Fifty-Five Thousand Five Hundred Seventy-Three and 24/100 Dollars ($55,573.24)

These amounts will be reimbursed based on actual costs in accordance with the approved salary and benefit rates in Exhibit C – Attachment A, up to the FY maximum listed above.

II. Invoices

Contractor shall process and pay County's invoices for services rendered under this Agreement, subject to the limitations and conditions herein. Payment under this Agreement shall be made only for invoices submitted in accordance with its terms, while the Agreement is in effect, and subject to the deadlines and requirements stated in this section.

b. Invoice Submission Deadlines

County shall comply with the following requirements for invoice submission and processing:

- i. Monthly Submission
    1. County shall use best efforts to submit monthly invoices, in arrears, by the fifteenth (15th) calendar day of each month.
- ii. Submission Method

    All invoices shall be submitted electronically to Contractor's billing portal:
    1. eBilling - Login (https://ebilling.dds.ca.gov:8367/login)

c. Payment

Contractor shall make payment to County in arrears for services provided during the preceding month, within forty-five (45) calendar days after receipt, verification, and approval of the invoice by Contractor.

SALARY AND BENEFITS RATES (ANNUAL)

LICENSED PRACTITIONER OF THE HEALING ARTS*	0.25 FTE	1.0 FTE
Salary	**$32,044.28**	**$128,177.10**
Extra Help	**$12.19**	**$48.75**
Overtime	**$81.25**	**$325.02**
Unemployment Insurance	**$20.97**	**$83.88**
Retirement	**$14,237.27**	**$56,949.09**
OASDI**	**$2,451.39**	**$9,805.55**
Workers Compensation	**$293.18**	**$1,172.71**
401(a) Match	**$167.79**	**$671.16**
Health Contribution	**$6,044.50**	**$24,178.00**
Life & Disability Insurance	**$66.93**	**$220.74**
Benefit Administration	**$153.49**	**$613.95**
TOTAL	**$55,573.24**	**$222,245.95**

*Reimbursements are based on County's Salary and Benefit costs associated with a .25 FTE Licensed Practitioner of the Healing Arts.

**OASDI – Social Security's Old-Age, Survivors, and Disability Insurance

INSURANCE REQUIREMENTS

I. 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.

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 Article 11 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.

II. 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, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health – Attention Plan Administration, 5260 N. Palm Ave, Suite 300, Fresno CA 93704, or electronically to DBHPlanAdmin@fresnocountyca.gov with a copy to the assigned County's DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required under this Agreement.

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. **Waivers of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish those waivers, but the Contractor's waivers of subrogation under this paragraph are effective whether or not the Contractor obtains such endorsements.

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.

DATA SECURITY

I. Definitions

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

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.

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.

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 III.c of this Exhibit.

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.

II. <u>Standard of Care</u>

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 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;

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 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.

III. <u>Information Security</u>

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 III.a of this Exhibit, 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) 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. 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 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.

IV. <u>Security Breach Procedures</u>

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 addresses: incidents@fresnocountyca.gov, 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 IV.a of this Exhibit, 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, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. 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 IV.e of this Exhibit.

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.

V. <u>Oversight of Security Compliance</u>

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, 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.

c. The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. 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.

VI. **<u>Return or Destruction of Personal Information</u>.** 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, 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 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 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.

VII. **Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit 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.

VIII. **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 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 or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section. The provisions of this section do not apply to the acts or omissions of the County. The provisions of this section 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 shall survive the termination of this Agreement.

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

X. **No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the

County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XI. **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.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

(1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member’s company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

    a. The name of the agency/company with which the corporation has the transaction; and

    b. The nature of the material financial interest in the Corporation’s transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature			
Signature:		Date:	

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity		D/B/A		
Address (number, street)		City	State	ZIP Code
CLIA Number	Taxpayer ID Number (EIN) / Social Security Number	Telephone Number ( )		

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list all names and addresses (primary, every business location, and P.O. Box address) of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

	YES	NO
A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX?	❐	❐
B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX?	❐	❐
C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)..........	❐	❐

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses (primary, every business location, and P.O. Box address) under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	DOB	ADDRESS	EIN

B. Type of entity: ❐ Sole proprietorship ❐ Partnership ❐ Corporation
❐ Unincorporated Associations ❐ Other (specify) ________________________

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. .... ❐ ❐

NAME	DOB	ADDRESS	PROVIDER

		YES	NO
IV.	A. Has there been a change in ownership or control within the last year? .... If yes, give date. ________	❐	❐
	B. Do you anticipate any change of ownership or control within the year?........ If yes, when? ________	❐	❐
	C. Do you anticipate filing for bankruptcy within the year?........ If yes, when? ________	❐	❐
V.	Is the facility operated by a management company or leased in whole or part by another organization?.......... If yes, give date of change in operations. ________	❐	❐
VI.	Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.........	❐	❐
VII.	A. Is this facility chain affiliated? .... (If yes, list name, address of corporation, and EIN.)	❐	❐

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.

Name of authorized representative (typed)	Title
Signature	Date

Remarks

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF CONTROL AND INTEREST STATEMENT

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks Section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under “Identifying Information” specify in what capacity the entity is doing business as (DBA) (e.g. name of trade or corporation).

Item II - Self-explanatory

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest - is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest - is defined as ownership interest in an entity that has direct or hospital-based home health agencies, are not indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must beds in the facility now and the previous be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest - is defined as the operational direction or management of disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Item IV-VII - (Changes in Provider Status) For Items IV-VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Change in provider status - is defined as any change in management control. Examples of such changes would include; a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

Item IV - (A & B) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: ____________________ Date: ____________________

____________________ ____________________

(Printed Name & Title) (Name of Agency or Company)