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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“AGREEMENT”) is made and entered into this _____ day of _____, 2024, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 333 Pontiac Way, Clovis, CA 93612, (“COUNTY”), and CENTRAL STAR BEHAVIORAL HEALTH, Inc., a California corporation, whose principal place of business is located at 1501 Hughes Way, Suite 150, Long Beach, CA 90810 (“LICENSEE”).

WITNESSETH:

WHEREAS, COUNTY entered into County Agreement No. 20-238 on June 23, 2020 with LICENSEE to operate an Adolescent Youth Acute Psychiatric Health Facility (PHF) at County’s prior facility located at 4411 E. Kings Canyon, Fresno, CA 93702;

WHEREAS, COUNTY now leases the building with an address of 3109, 3115, 3119, 3121, 3127, 3133, 3147, 3151, and 3155 N. Millbrook Avenue and 3676 and 3708 E. Shields Avenue, Fresno, CA 93726 (collectively, the “Building”), and intends to relocate its PHF to 3115 N. Millbrook Avenue, Fresno, CA 93703 (“Premises”);

WHEREAS, COUNTY continues to find that the operation of an Adolescent Youth Acute PHF providing psychiatric health services for adolescent youth is a necessary mental health program that will meet the health needs of Fresno County, and is in the public interest; and

WHEREAS, pursuant to Government Code section 26227, COUNTY finds that the youth acute psychiatric services to be provided by LICENSEE will not substantially conflict or interfere with the use of the Building by the COUNTY and other occupants of the Building, that the portion of the Building to be occupied by LICENSEE is not needed for County purposes, and that the youth acute psychiatric services to be provided by LICENSEE will serve public purposes, and COUNTY desires to enter into this Agreement to ensure the ongoing provision of acute psychiatric services for youth at the Building by LICENSEE.

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

1. PREMISES - COUNTY shall make available to LICENSEE approximately fifteen

DBH5630 (Psychiatric Health Facility)

1 thousand and fifty-three (15,053) square feet of space at the Building, as shown in Exhibit "A",
2 attached and incorporated by this reference ("Premises"). If at any time during the term of this
3 AGREEMENT, COUNTY's lease for the Premises terminates, and COUNTY has not acquired
4 title to the Premises, LICENSEE and COUNTY agree to amend this AGREEMENT to change
5 the location to a new premises, which will be owned or leased by COUNTY. COUNTY shall
6 determine the location of the new premises and shall notify LICENSEE of the new location at
7 least thirty (30) days in advance of that location change.

8 2. TERM AND TERMINATION – The term of this Agreement shall be effective upon
9 execution through and including June 30, 2025.

10 Notwithstanding any of the above, COUNTY shall have the right to terminate this
11 Agreement immediately in the event LICENSEE ceases to provide the services described in
12 Section 5, herein, in a manner that is to COUNTY'S sole satisfaction. As to COUNTY, the
13 Director of Internal Services or the Director of the Department of Behavioral Health, or one of
14 their designees, may provide written notice of termination of this AGREEMENT to LICENSEE.

15 3. CONSIDERATION - LICENSEE shall pay to COUNTY zero dollars (\$0) in
16 compensation for this AGREEMENT. COUNTY agrees that the services provided by
17 LICENSEE are adequate consideration for use of the Premises. These services are set forth in
18 LICENSEE's Scope of Work, attached as Exhibit "B", and incorporated by this reference. Such
19 consideration, in addition to the mutual promises and covenants made herein by the Parties, is
20 deemed by the Parties to be sufficient consideration for use of the Premises.

21 4. UTILITIES - COUNTY shall provide for electricity, natural gas, water, sewer,
22 garbage, and telephone costs used at the Premises by LICENSEE in accordance with this
23 AGREEMENT.

24 5. USE - LICENSEE shall use the Premises twenty-four (24) hours per day, 365 days
25 per year to provide the services described in Exhibit "B". Exhibit B has been updated to reflect
26 the new address the new address of the Premises. LICENSEE agrees that its use of the
27 Premises shall only be used to provide these services. LICENSEE agrees not to commit,
28 suffer or permit any waste or nuisance on the Premises, and not to use or permit the use of

1 the Premises for any illegal or immoral purposes. LICENSEE further agrees to comply with all
2 state laws, local ordinances and other governmental regulations which may be required by any
3 governmental authorities.

4 COUNTY shall make the Premises available in "as is" condition. Prior to the
5 execution of this AGREEMENT, LICENSEE shall visit the Premises, and by its independent
6 determination confirm that the Premises are suitable for its use.

7 6. MAINTENANCE AND REPAIRS OF PREMISES – As this is a leased facility,
8 COUNTY's Lessor, Heritage Center LLC, shall be responsible for the structural condition of
9 the Premises, and for all exterior and interior maintenance, including but not limited to, air
10 conditioning, heating, plumbing, roof, painting, landscaping, and parking lot. COUNTY
11 covenants that the Premises shall be maintained in substantially the same condition as that
12 existing at the commencement of this AGREEMENT.

13 LICENSEE shall report any damages to the Premises within twenty-four (24) hours
14 after they occur to the Director of the Department of Behavioral Health, DBH Facilities and
15 Orton Development.

16 LICENSEE shall be responsible to pay for all damages and resulting building
17 maintenance caused by the actions of LICENSEE's patients, employees and invitees.

18 7. ENFORCEMENT OF AGREEMENT - If LICENSEE defaults on any of the
19 covenants or agreements contained in this AGREEMENT, COUNTY shall give written notice
20 of such default to LICENSEE, and LICENSEE shall have thirty (30) days to cure such default.
21 If LICENSEE does not cure the default within thirty (30) days, COUNTY may, at its option, at
22 any time after such default or breach and without any demand on or notice to LICENSEE or to
23 any other person, of any kind whatsoever, re-enter and take possession of the Premises, and
24 remove all persons or property therefrom, and LICENSEE waives any legal remedy to defeat
25 COUNTY'S rights and possessions hereunder. However, nothing contained herein shall
26 prevent COUNTY from seeking any other legal or equitable remedies in a court of law which
27 arise from such breach or default.

28 8. NOTICES - The persons and their addresses having authority to give and receive

DBH5630 (Psychiatric Health Facility)

1 notices under this AGREEMENT include the following:

2
3 COUNTY:
4 County of Fresno
5 Director of Internal Services
6 333 W. Pontiac Way
7 Clovis, CA 93612
8 Facsimile: (559) 600-5927

LICENSEE:
Central Star Behavioral Health, Inc.
Senior Vice President
1501 Hughes Way, Suite 150
Long Beach, CA 90810
Facsimile: (310) 221-6350

9 All notices between the COUNTY and LICENSEE provided for or permitted under this
10 AGREEMENT must be in writing and delivered either by personal service, by first-class United
11 States mail, by an overnight commercial courier service, or by telephonic facsimile
12 transmission. A notice delivered by personal service is effective upon service to the recipient.
13 A notice delivered by first-class United States mail is effective three (3) COUNTY business
14 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A
15 notice delivered by an overnight commercial courier service is effective one COUNTY
16 business day after deposit with the overnight commercial courier service, delivery fees
17 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A
18 notice delivered by telephonic facsimile is effective when transmission to the recipient is
19 completed (but, if such transmission is completed outside of COUNTY business hours, then
20 such delivery shall be deemed to be effective at the next beginning of a COUNTY business
21 day), provided that the sender maintains a machine record of the completed transmission. For
22 all claims arising out of or related to this AGREEMENT, nothing in this section establishes,
23 waives, or modifies any claims presentation requirements or procedures provided by law,
24 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the
25 Government Code, beginning with section 810).

26 10. HOLD HARMLESS - LICENSEE agrees to indemnify, save, hold harmless, and at
27 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all
28 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
losses occurring or resulting to COUNTY in connection with the performance, or failure to
perform, by LICENSEE, its officers, agents, or employees under this AGREEMENT, and from

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1 any and all costs and expenses (including attorney's fees and costs), damages, liabilities,
2 claims, and loses occurring or resulting to any person, firm, or corporation who may be injured
3 or damaged by the performance, or failure to perform of LICENSEE, its officers, agents, or
4 employees under this AGREEMENT.

5 The provisions of this Section 10 shall survive the termination or expiration of this
6 AGREEMENT.

7 12. INSURANCE – The Contractor shall comply with all insurance requirements in
8 Exhibit C “Insurance Requirements” to this Amendment. Exhibit C is attached and
9 incorporated herein by this reference.

10 13. INDEPENDENT CONTRACTOR - In performance of the work, duties and
11 obligations assumed by LICENSEE under this AGREEMENT, it is mutually understood and
12 agreed that LICENSEE, including any and all of the LICENSEE'S officers, agents, and
13 employees will at all times be acting and performing as an independent contractor, and shall
14 act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
15 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or
16 supervise or direct the manner or method by which LICENSEE shall perform its work and
17 function. However, COUNTY shall retain the right to administer this AGREEMENT so as to
18 verify that LICENSEE is performing its obligations in accordance with the terms and conditions
19 of the AGREEMENT.

20 COUNTY and LICENSEE shall comply with all applicable provisions of law and the
21 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
22 subject thereof.

23 Because of its status as an independent contractor, LICENSEE shall have absolutely
24 no right to employment rights and benefits available to COUNTY'S employees. LICENSEE
25 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally
26 required employee benefits. In addition, LICENSEE shall be solely responsible and save
27 COUNTY harmless from all matters, except for COUNTY AND COUNTY'S employee's gross
28 negligence and/or willful misconduct, relating to payment of LICENSEE'S employees, including

1 compliance with Social Security withholding and all other regulations governing such matters.

2 14. SURRENDER OF POSSESSION - Upon the expiration or termination of this
3 AGREEMENT, LICENSEE will surrender the Premises to COUNTY in such condition as
4 existing at the commencement of this AGREEMENT less reasonable wear and tear, less the
5 effects of any Casualty as herein defined, and less the effects of any breach of COUNTY'S
6 covenant to maintain. LICENSEE will not be responsible for any damage which LICENSEE
7 was not obligated hereunder to repair.

8 15. FIXTURES - LICENSEE agrees that any equipment, fixtures or apparatus installed
9 in or on the Premises by LICENSEE shall become the property of COUNTY and may not be
10 removed by LICENSEE at any time.

11 16. POSSESSORY INTEREST TAX - The parties acknowledge that California
12 Revenue & Taxation Code § 107.6 provides, in relevant part, the following: "(a) The state or
13 any local public entity of government, when entering into a written contract with a private party
14 whereby a possessory interest subject to property taxation may be created, shall include, or
15 cause to be included, in that contract, a statement that the property interest may be subject to
16 property taxation if created, and that the party in whom the possessory interest is vested may
17 be subject to the payment of property taxes levied on the interest." Accordingly, the parties
18 agree that COUNTY is a 'local public entity of government,' and that LICENSEE is a "private
19 party," respectively, within the meaning of California Revenue & Taxation Code § 107.6(a),
20 and that this AGREEMENT (to the extent that it may be necessary under California Revenue &
21 Taxation Code § 107.6(a) for the Parties to acknowledge and agree herein with respect to this
22 AGREEMENT) is a "contract," which creates a possessory interest that may be subject to
23 property taxation pursuant to California Revenue & Taxation Code § 107.6(a). LICENSEE
24 agrees to pay any possessory interest tax which may be levied upon the Premises. In this
25 respect, LICENSEE understands that LICENSEE's use of property owned by a tax-exempt
26 public agency may be subject to property taxation, and LICENSEE (the person in whom he
27 possessory interest is vested) is subject to the payment of property taxes levied on such
28 interest.

1 17. RIGHT OF ENTRY - COUNTY, or its representative(s), shall have the right to
2 enter the Premises at any time during business hours with reasonable notice, and at such
3 other time as COUNTY deems appropriate, to make any alterations, repairs or improvements
4 to the Premises. The normal business of LICENSEE or its invitees shall not be unnecessarily
5 inconvenienced.

6 18. AMENDMENT - This AGREEMENT may be amended in writing by the mutual
7 consent of the parties without in any way affecting the remainder.

8 19. NON-ASSIGNMENT - Neither party shall assign, transfer or subcontract this
9 AGREEMENT nor their rights or duties under this AGREEMENT without the prior written
10 consent of the other party.

11 20. GOVERNING LAW - Venue for any action arising out of or relating to this
12 AGREEMENT shall be in Fresno County, California. This AGREEMENT shall be governed by
13 the laws of the State of California.

14 21. DISCLOSURE OF SELF DEALING TRANSACTIONS - This provision is only
15 applicable if the LICENSEE is operating as a corporation (a for-profit or non-profit corporation)
16 or if during the term of this AGREEMENT, the LICENSEE changes its status to operate as a
17 corporation.

18 Members of LICENSEE'S Board of Directors shall disclose any self-dealing transactions
19 that they are a party to while LICENSEE is providing goods or performing services under this
20 AGREEMENT. A self-dealing transaction shall mean a transaction to which the LICENSEE is
21 a party and in which one or more of its directors has a material financial interest. Members of
22 the Board of Directors shall disclose any self-dealing transactions that they are a party to by
23 completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit "D") and
24 submitting it to the County of Fresno prior to commencing with the self-dealing transaction or
25 immediately thereafter.

26 22. AUTHORITY - Each individual executing this AGREEMENT on behalf of
27 LICENSEE represents and warrants that that individual is duly authorized to execute and
28 deliver this AGREEMENT on behalf of LICENSEE, and that this AGREEMENT is binding upon

1 LICENSEE in accordance with its terms. The terms of this AGREEMENT are intended by the
2 parties as a final expression of their agreement with respect to such terms as are included in
3 this AGREEMENT and may not be contradicted by evidence of any prior or contemporaneous
4 agreement, arrangement, understanding or negotiation (whether oral or written).

5 23. ENTIRE AGREEMENT - This AGREEMENT constitutes the entire agreement
6 between the COUNTY and LICENSEE with respect to the subject matter hereof, and
7 supersedes all prior agreements, negotiations, proposals, commitments, writings,
8 advertisements, publications, and understandings of any nature whatsoever, unless expressly
9 referenced in this AGREEMENT.

10 Signatures on Following Page

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DBH5630 (Psychiatric Health Facility)

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IN WITNESS WHEREOF, the parties hereto have executed this LICENSE AGREEMENT

as of the date first herein written.

LICENSEE:

LICENSOR:

CENTRAL STAR BEHAVIORAL HEALTH,
Inc.

COUNTY OF FRESNO

By Kent Dunlap
Kent Dunlap (Nov 1, 2024 11:43 PDT)

By _____

President/CEO Name and Title

Edward Hill, Interim Director of Internal
Services/Chief Information Officer

By John Weller
John Weller (Nov 1, 2024 11:45 PDT)

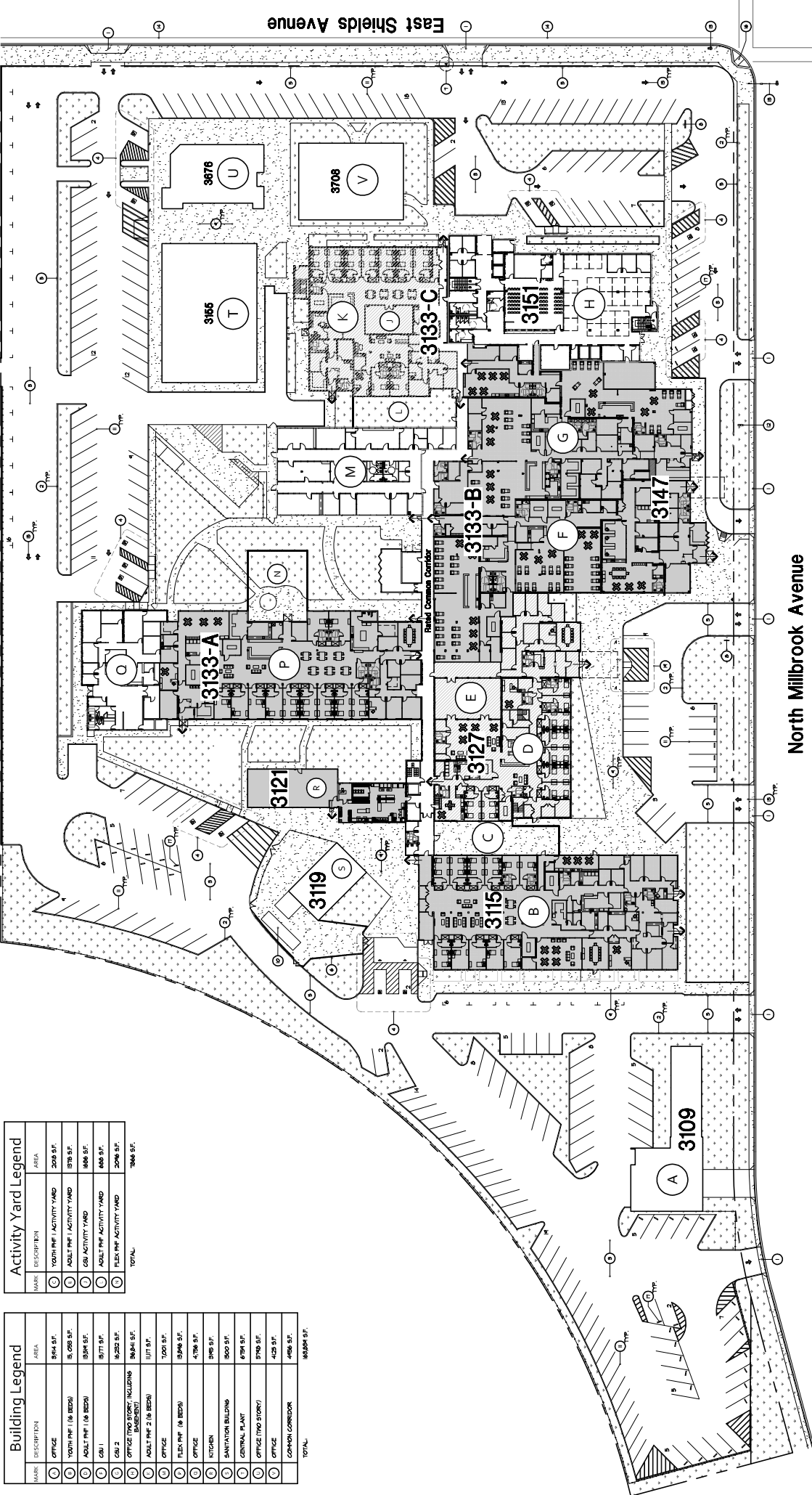
Secretary or Treasurer/CFO
Name and Title

FOR ACCOUNTING USE ONLY:

ORG: 56302112
Account: 7295
Fund: 0001
Subclass: 10000

FL-120/DBH5630(Youth Psychiatric Health Facility)

Department of Behavioral Health Heritage Campus



Activity Yard Legend

MARK	DESCRIPTION	AREA
○	YOUTH PRF / ACTIVITY YARD	2078 SF.
○	ADULT PRF / ACTIVITY YARD	875 SF.
○	YOUTH PRF / ACTIVITY YARD	868 SF.
○	ADULT PRF / ACTIVITY YARD	888 SF.
○	YOUTH PRF / ACTIVITY YARD	2008 SF.
○	ADULT PRF / ACTIVITY YARD	7846 SF.
TOTAL		

Building Legend

MARK	DESCRIPTION	AREA
○	OFFICE	5194 SF.
○	YOUTH PRF (16 BEDS)	8,095 SF.
○	ADULT PRF (16 BEDS)	5348 SF.
○	YOUTH PRF (16 BEDS)	5177 SF.
○	ADULT PRF (16 BEDS)	6252 SF.
○	OFFICE (TWO STORY) HALLWAYS	3844 SF.
○	ADULT PRF 2 (16 BEDS)	1117 SF.
○	OFFICE	1001 SF.
○	FLEX PRF (16 BEDS)	1594 SF.
○	OFFICE	4734 SF.
○	KITCHEN	5195 SF.
○	SANITATION BUILDING	1500 SF.
○	CENTRAL PLANT	6774 SF.
○	OFFICE (TWO STORY)	5719 SF.
○	OFFICE	4025 SF.
○	COMMON CORRIDOR	4054 SF.
TOTAL		80494 SF.



ADOLESCENT YOUTH ACUTE INPATIENT PSYCHIATRIC SERVICES
Psychiatric Health Facility (PHF)
Scope of Work

ORGANIZATION: Central Star Behavioral Health, Inc.

ADDRESS: 1501 Hughes Way, Suite 150, Long Beach, CA 90810

SITE ADDRESS: 3115 N. Millbrook Avenue, Fresno, CA 93703

SERVICES: **Adolescent Youth Psychiatric Health Facility**

PROJECT DIRECTOR: Kent Dunlap, President and Chief Executive Officer

CONTRACT PERIOD: July 1, 2020 - June 30, 2023 with an option for two (2) additional 12-month renewals, pursuant to satisfactory performance

CONTRACT AMOUNT: See Exhibit C

SCHEDULE OF SERVICES:

CONTRACTOR shall operate the youth adolescent Psychiatric Health Facility (PHF) twenty-four (24) hours per day, seven (7) days per week (24/7).

TARGET POPULATION:

The target population will only include youth adolescents (hereinafter referred to as adolescents), twelve (12) years of age up to eighteen (18) years of age, with acute mental health distress who present a threat of harm to self, and/or threat of harm to others, and/or grave disability (severe personal disorganization and inability for self-care and/or functioning safely in the community). CONTRACTOR will not serve adolescents younger than twelve (12) years old. In rare circumstances, the COUNTY DBH Director, or designee, has the ability to approve admittance of a youth younger than twelve (12) years old.

Based on data collected from FY 2018-19, the target population will present the following symptoms upon admission will include moods and emotional regulation (92%), self-harm (82%), anger and aggression (**44%**), psychotic symptoms (19%), and co-occurring substance use disorders (about 30%).

Adolescents will include those from all payer sources: Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, indigent/uninsured clients, and those with private insurance.

Adolescents may be admitted on either a voluntary or involuntary basis, and may be Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and/or the indigent/uninsured. Referrals are received from DBH and other COUNTY Departments, subcontracted providers with DBH, hospital emergency departments, Juvenile Justice Campus (Fresno County's detention facility for adolescents), as well as other counties and agencies. Adolescents covered by private insurance will be accepted via our contracts with and referrals from Kaiser

Permanente, and other insurers (Anthem Blue Cross, Avante Behavioral Health Plan, Cigna Behavioral Health, Magellan, Aetna, Blue Shield, Federal Blue Shield, Beacon Health Options, and MHN, the behavioral health subsidiary of Health Net, Inc. etc.)

Fresno County residents shall receive top priority for admission. During the prior contract term, CONTRACTOR contracted with six (6) additional counties, and was also able to serve adolescents from Kern, Tulare, Madera, Merced, Mariposa and Stanislaus counties. CONTRACTOR shall continue to subcontract with these counties to provide admittance for their respective adolescents. CONTRACTOR will continue to be responsible for contracting with other County Mental Health Plans and healthcare coverage organizations to serve their referrals. CONTRACTOR will work with Fresno County Mental Health Plan (FCMHP) to understand the presumptive transfer process and how to admit adolescents who are medically covered through another county yet residing in Fresno County at the time of need for inpatient psychiatric services.

LOCATION OF SERVICES:

CONTRACTOR will operate the Adolescent PHF located COUNTY Building 3115 N. Millbrook Avenue, Fresno, CA 93703, pursuant to a separate lease agreement between COUNTY and CONTRACTOR effective for the same contract term as this Agreement. This lease agreement will be executed at the same time as this Agreement.

CONTRACTOR will work with COUNTY and DBH Facilities Unit to ensure the site meets and maintains physical plant requirements for a PHF under CCR Title 22, Division 5, Chapter 9, Article 5 and applicable Health and Safety Codes.

COUNTY is currently working towards finishing construction at the Millbrook location. In the event, there are any delays, Contractor may continue to provide services at the current location, 4411 E. Cesar Chavez Blvd, Fresno CA 93702.

HOURS OF OPERATION

The Adolescent PHF shall be operated 24/7 with appropriate staffing ratios as per CCR Title 22 requirements (Division 5, Chapter 9, Article 3).

The DBH Facilities Unit shall be available to address building maintenance requests from Monday through Friday, 8 AM through 5 PM. After-hours or emergency facility requests will be processed by the COUNTY Internal Services Department (ISO) Facility Services.

Medical staff shall be under the supervision of CONTRACTOR's Medical Director. A physician shall be on-call at all times, and contract psychiatrists shall provide weekend coverage. A Registered Nurse (RN) and/or Licensed Vocational Nurse (LVN) shall be awake and on duty at all times. The PHF Clinical Director, a Licensed Marriage and Family Therapist (LMFT) staff member shall supervise social workers and rehab staff.

RAMP-UP AND SERVICES START DATE

CONTRACTOR shall be prepared to continue providing adolescent inpatient PHF services on July 1, 2020. A few new services (not included in the prior contract term) will require ramp-up as discussed herein below.

Remodel and Equipment Replacement Plan:

The following items will be acquired or finalized during the first year of this Agreement contract term.

Replace older office furniture and information technology equipment including desktops and monitors.

Begin recruitment to hire additional new positions of Discharge Coordinator and Transitional Age Youth (TAY) Peer Support Specialist, including all required background checks.

Complete other new staff hiring.

Complete onboarding, orientation and training of new staff.

Implementation of Child Adolescent Fellowship Program rotation which is further outlined herein below.

CONTRACTOR will work closely with DBH staff to seamlessly relocate the Adolescent PHF services if the event that a different site is identified during the contract term.

PROJECT DESCRIPTION:

CONTRACTOR shall operate an Adolescent PHF to serve up approximately 684 (57/month) clients for each twelve (12) month period of this Agreement. Services include intensive, acute care, trauma-informed residential treatment to adolescents. CONTRACTOR will provide services for up to sixteen (16) adolescents at any given time. The Adolescent PHF shall provide acute psychiatric inpatient hospitalization, coordinated discharge planning, and effective linkages to post-hospital outpatient mental health treatment programs and other supportive services for adolescents and their families.

CONTRACTOR shall be responsible to comply with the requirements of the FCMHP and must complete and submit supporting documentation for all admissions regardless of payer source to the FCMHP. The FCMHP will perform a utilization review of all admissions to determine that the documentation demonstrates medical necessity criteria, as defined by the State of California Department of Health Care Services (DHCS). The 16-bed facility will be licensed by DHCS and shall meet all regulations required for operating a psychiatric health facility W&I Code 4080 Article 3; Health and Safety Code 1250.2 and meet Medi-Cal certification by the FCMHP.

CONTRACTOR shall be responsible to enter all Client Service Information (CSI), admission data and billing information into the COUNTY DBH electronic health record (EHR) system (currently AVATAR) and will be responsible for any and all audit exceptions pertaining to the delivery of services.

CONTRACTOR'S RESPONSIBILITIES:

A. RESPONSIBILITIES

1. Management and alleviation of the adolescent's acute psychiatric symptoms to allow them to be discharged to a less restrictive level of care.
2. Clinical program shall be recovery/strengths based.
3. Adolescent PHF shall be staffed with appropriate professional staff 24/7.
4. Services shall be provided in a safe, secure and structured environment that promotes the adolescent's wellness and recovery, including connections to family and community.
5. Services shall include comprehensive multi-disciplinary evaluation and a client-centered care plan for each adolescent.
6. CONTRACTOR shall provide appropriate dietary services in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077. A dietician shall be utilized for menu planning and assessment for special dietary needs, consistent with Title 22 requirements.
7. CONTRACTOR shall have admission procedures in place for voluntary and involuntary clients.
8. Treatment Planning - CONTRACTOR staff shall provide the following services captured in written assessment and care plans:
 - a. Mental Status Examination
 - b. Medical Evaluation
 - c. Psycho-Social Assessment
 - d. Nursing Assessment
 - e. Multi-Disciplinary Milieu Treatment Program
 - f. Individualized Focused Treatment Planning
 - g. Aftercare Planning
9. Staffing:
 - a. CONTRACTOR's staffing pattern and all staff working at the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations for Psychiatric Health Facilities. All staff, which requires state licensure or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.
 - b. All CONTRACTOR's facility staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the FCMHP

Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must complete a FCMHP Provider Application and be credentialed by the FCMHP's Credentialing Committee. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Live Scan) executed.

- c. CONTRACTOR's Peer and/or Family Support staff shall be available to help educate, support, and advocate on behalf of the adolescents and their families during the hospitalization and will assist with discharge planning and the transition to follow-up care.
10. Medical Records and Mandated Reporting:
 - a. CONTRACTOR shall be responsible to enter all CSI, admission data and billing information into COUNTY DBH's AVATAR and will be responsible for any and all audit exceptions pertaining to the delivery of services.
 - b. CONTRACTOR will be responsible for "release of information" requests for the PHF and shall adhere to applicable federal and state regulations.
 - c. CONTRACTOR shall report information and admission/discharge data to OSHPD and meet the submission deadlines of June 30 and December 31 each calendar year.
11. Organized Clinical Staff - CONTRACTOR's clinical staff will be licensed mental health professionals as well as rehabilitation therapists with appropriate education, credentialing and experience to reach status as a Qualified Mental Health Professional (QMHP).
12. Pharmaceutical and Medication Services - CONTRACTOR shall implement medication controls required by a licensed PHF for pharmaceutical and medication services. CONTRACTOR shall have policies, procedures and physician/nursing protocols in place regarding medication labeling, storage/security, orders, use of medication carts, administration, polypharmacy, and monitoring.
13. Physical Health Care - CONTRACTOR will contract with a primary care physician and a registered dietician. CONTRACTOR will provide a full health history to each adolescent upon admission. CONTRACTOR will have a written agreement with one or more acute care hospitals to provide services for youth requiring additional services.
14. Schedule of Active Therapies - CONTRACTOR shall provide a daily schedule of therapeutic activities that will be provided as part of the clinical treatment program. The schedule shall include wellness education with motivational support, psycho-social, and life skill building groups on varied topics, family therapy, creative expressive arts, recreational and fitness programs. The treatment team is expected to schedule the adolescent's participation activities tailored to each

individual's needs. There will also be daily meetings among the staff and adolescents for general education and guidance about unit activities and to collectively address milieu living issues.

15. Utilization Review, Billing and Cost Report:
 - a. CONTRACTOR shall notify DBH of any admission of a COUNTY client within twenty-four (24) hours or the next business day in a manner approved by the COUNTY. The notification method shall be mutually acceptable by both COUNTY and CONTRACTOR.
 - b. CONTRACTOR shall be responsible to ensure that documentation in the adolescent's medical record meets medical necessity criteria for the hours of service submitted to COUNTY for reimbursement by federal intermediaries, third-party payers, and other responsible parties.
 - c. CONTRACTOR shall enter all mental health data and billing information into the COUNTY DBH's EHR and will be responsible for any and all audit exceptions pertaining to the delivery of services. **For Medi-Cal billing denials by the State, CONTRACTOR will maintain an error rate no greater than five percent (5%).**
 - d. CONTRACTOR shall submit a complete and accurate DHCS/Short-Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within ninety (90) days following the end of each fiscal year.
 - e. CONTRACTOR shall ensure that cost reports are prepared in accordance with general accounting principles and the standards set forth by the DHCS and the COUNTY.

16. Patient's Rights and Certification Review Hearings:
 - a. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations Section 438.100.
 - b. CONTRACTOR shall allow access to COUNTY clients by the Patients' Rights Advocate designated by the COUNTY.
 - c. CONTRACTOR shall conduct Mental Health Certification Review Hearings in accordance with regulations in a location within the facility that allows for confidentiality and is compatible with and is least disruptive to the treatment being provided to the COUNTY patient.

17. Grievances and Incident Reports - CONTRACTOR shall log all grievances and the disposition of all grievances received from an adolescent or their family in accordance with the FCMHP, as indicated in Exhibit H. CONTRACTOR shall provide a summary of the grievance log entries concerning COUNTY clients to the DBH Director, or designee, at monthly intervals, by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon between COUNTY and

CONTRACTOR. CONTRACTOR shall post signs, provided by the COUNTY, informing the adolescents of their right to file a grievance and appeal.

CONTRACTOR shall notify COUNTY of all incidents or unusual occurrences reportable to state licensing bodies that affect COUNTY clients within twenty-four (24) hours. CONTRACTOR shall use the Incident Report form, as indicated in Exhibit for such reporting.

Within fifteen (15) days after each grievance or incident affecting COUNTY clients, CONTRACTOR shall provide COUNTY with the complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint or incident.

Within fifteen (15) days after CONTRACTOR submits a corrective action plan to California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

B **OBJECTIVES**

CONTRACTOR shall provide the following objectives:

1. Safe and Secure Environment - CONTRACTOR shall provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with acute psychiatric disorder in a safe and secure environment. All staff will be trained and certified by a nationally recognized assault crisis training that is principally focused on crisis prevention and de-escalation.
2. Provide the appropriate type and level of staffing to provide for a clinically effective program design.
3. Provide an intensive treatment program which has individualized client care plans.
4. Stabilize adolescents as soon as possible in order to assist them in their recovery from their acute mental illness crisis.
5. Effectively partner with other programs in the crisis service system of care in accepting COUNTY adolescents for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to ensure appropriate ongoing outpatient specialty mental health treatment services will be provided post-release.
6. Identify COUNTY adolescents with frequent admissions during the fiscal year and develop strategies with other COUNTY and community agencies to reduce readmissions.
7. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist adolescents to be discharged to a lower level of care, as soon as clinically appropriate.

8. Work to integrate mental health and substance use disorder services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery via the County Comprehensive Continuation Integrated System of Care (CCISC) as mentioned within this Agreement.

C. Direct Admissions to the PHF

Regarding direct admissions to the PHF from COUNTY DBH programs or its subcontracted providers, CONTRACTOR agrees to the following:

1. To allow direct admits from COUNTY DBH programs or its contracted providers, when PHF beds are available.
2. Said direct admits shall not require medical clearance. However, in the event a referred client is known to possess a contagious medical condition, said patient shall be medically cleared by a local hospital prior to admission to the PHF operated by CONTRACTOR.

D. Court Testimony for PHF Adolescents

Regarding the provision of court testimony related to PHF patients, CONTRACTOR shall identify CONTRACTOR's appropriate staff to provide court testimony relevant to PHF clients, when required.

E. Cultural Competency

Regarding the PHF program and Cultural Competency, CONTRACTOR agrees to the following:

CONTRACTOR refers to cultural competency as *cultural attunement* to remind staff of the key values of humility, open-mindedness, avoiding assumptions, and *lifelong learning* about others from diverse backgrounds versus a focus on achieving one-time competence.

F. Child-Adolescent Fellowship Program

CONTRACTOR agrees to the following:

CONTRACTOR's Medical Director will work with the COUNTY's DBH Medical Director as well as the Medical Director of the University of California, San Francisco (UCSF) to plan and coordinate for the Child-Adolescent Fellowship Program.

CONTRACTOR is prepared to accept two (2) Fellows/year (one at a time, each for a 6-month rotation) as well as Residents (one at a time, each for a 2-month rotation). The number of fellows and residents will be negotiated with DBH. Stipend payments would be provided by the COUNTY under a yet to be determined and executed contract between COUNTY DBH and

UCSF.

CONTRACTOR is willing to provide supervision for the Fellowship via the PHF Medical Director, as well as from a licensed PHF Administrator and Clinical Director. The Fellowship's Acting Attending will consult and co-sign all medical documentation, and the PHF Administrator will consult and co-sign all clinical notes.

CONTRACTOR will work with UCSF and/or the COUNTY's Designated Supervisor, if requested, to implement and carry out the Child-Adolescent Fellowship Program.

G. Staffing Training:

CONTRACTOR has developed rich and comprehensive training plans that meet the PHF requirement of 47 hours of staff training. CONTRACTOR staff shall participate in comprehensive and on-going training that includes, but is not limited to:

- 1) New Hire Orientation,
- 2) CONTRACTOR's Core Practices for Clinical Excellence in Mental Health Services Delivery, and
- 3) CONTRACTOR's course catalogue offerings of elective topics available through e-learning or classroom trainings.

PHF staff will also be intensively trained in practices critical to the delivery of PHF services, and treatment staff will receive additional training in Evidence Based Practices (EBPs). All staff will be required to participate in any DBH trainings and meetings.

In addition to the above, staff receive a full calendar of training topics including cultural attunement training as it relates to various cultures and backgrounds, including recovery, LGBTQ, youth, homeless and monolingual persons. All new staff shall participate in an overview of cultural attunement. Employees shall also attend the *annual Re-Orientation Training* and take a quiz to measure understanding. Training is conducted using the state *Health Equity and Multicultural Diversity Training* (HEMCDT). At the PHF, direct service providers will be required to attend at least eight (8) hours of cultural competency training annually, reported to DBH as required.

Additional PHF-specific trainings include: *Emergency Procedures and Non-Violent Crisis Intervention*: including training in *Pro-ACT* and the use of restraints, how to contact emergency personnel, as well as training in CPR, First Aid, and Emergency Management Plans.

H. Peer Support Resources

CONTRACTOR includes Peer/Family Advocates/Parent Partners and youth mentors, and many other staff with lived experience as part of PHF services.

CONTRACTOR values Peer Support Staff with lived experience because of their unique ability to *engage* with families from a place of shared experience. They also offer fresh and insightful perspectives about service delivery issues such as access, respect, autonomy, and

quality of care. They also reinforce the innate potential for recovery, so critical during a family crisis.

CONTRACTOR's PHF Family Advocate helps to educate, support and advocate on behalf of adolescents and families and assists with discharge planning and the transition to follow-up care. They help lead Family Services, facilitating groups and working one-on-one with the adolescents and families to articulate their voice and choice in the treatment process.

CONTRACTOR will add a Transitional Age Youth (TAY) Peer Specialist role to the PHF services during this Agreement. This position will utilize a young adult (between the ages of 18 and 25) with lived experience in recovery. The TAY Peer Specialist will play a key role in engaging with and articulating the voice of adolescents, from the perspective of someone who has "been there."

CONTRACTOR's Peer Staff undergo the same *Core Practices* training as all other staff, and also complete the CONTRACTOR's *Peer Staff Career* Ladder training a, family and client voice and choice, identifying strengths, engagement strategies, communication and clarification strategies, uncovering and understanding differences in perception, addressing stigma and conveying hope. This curriculum is designed to enhance peer skills, increase confidence, and help peers make a career of assisting others. They are supervised by the Clinical Director, and supervision can consist of one-on-one supervision, during meetings or be situationally based. Hours of supervision may vary, typically, one (1) hour per week.

L Discharge Coordinator

CONTRACTOR will have a Discharge Coordinator in the new Adolescent PHF. This position will have primary responsibility for organizing discharge information and facilitating the discharge of patients at the PHF; a process that begins at assessment and unfolds throughout stay. Will participate in interdisciplinary meetings, collaboration and communication with outside partners and resources, and with preparing clients for facility release.

J. Program Outcomes/Performance Outcomes Measures

CONTRACTOR's Research and Program Practices (RPP) Department works closely with the PHF to track and analyze COUNTY and DHCS-determined performance measures and develops additional standardized and agency-specific assessment and outcome tools, satisfaction surveys, and other meaningful performance measures, as needed.

CONTRACTOR is using its current EHR, 'myEvolv', by Netsmart Technologies Inc. CONTRACTOR is open to switching to the COUNTY's EHR known as AVATAR. If CONTRACTOR decides to transition to the use of **AVATAR**, COUNTY and CONTRACTOR will coordinate for an Amendment regarding usage and fees for access and maintenance of **COUNTY's** EHR.

Data tracked for the PHF program evaluation comes from varied sources, including:

- 1) PHF EHR data entered by program staff regarding client registry (demographics, clinical profile, etc.), service utilization (incoming referrals, admit/discharge dates, outgoing referrals and linkages); and risk behavior incident reports;
- 2) Exit interviews and survey methodologies to capture additional information and

perspectives, including satisfaction with the service and perceptions of results, from adolescents, families and/or agency partners;

3) System of care data set analyses to assess patterns (including repeat use) of crisis/hospital and other high-end services relative to community services and supports by adolescents before and after their **PHF** service episodes.

The following table details the *indicators* CONTRACTOR anticipates tracking over the next contract period, with the understanding that final measures will be agreed upon between COUNTY and CONTRACTOR.

See outcome tables on the following pages.

Indicator (Tvoe and Taret)	Who Applied	Time of Measure	Data Source	Taret Goal Exoectancy
<p>ACCESS</p> <p>Time between receipt of a referral to the A-IF and contact with the referring agency.</p>	<p>Intake Staff (Nursing Dept)</p>	<p>Admission</p>	<ul style="list-style-type: none"> • Packet Tracker • SBHG EMR 	<p>% Referrals responded to within 1 hr. Average length of response time.</p>
<p>Time between referral and admission to the PHF. ACCESS & EFFICIENCY</p>	<p>Internal & External QA/UR</p>	<p>Admissions & Days 11 Setting</p>	<ul style="list-style-type: none"> • Packet Tracker • Internal & County UR 	<p>% Referrals admitted to PHF within 24 hrs. Average length of referral to admission time.</p>
<p>Denial rate of admissions when a bed is available</p>				<p>% Denials of admissions when bed is available will not exceed 20%</p>
<p>Denial rate of PHF days not meeting Medi-Cal necessity criteria per utilization review.</p>				<p>% Denials for PHF days due to not meeting medical necessity will not exceed 5%</p>
<p>EFFECTIVENESS</p> <p>Reduced high-risk behaviors and associated incidents.</p>	<p>A-IF Psychiatrist, Nurses & Social Workers</p>	<p>BPRS at admission, every three days, discharge (DC) IRs completed at time of incidents</p>	<ul style="list-style-type: none"> • Brief Psychiatric Rating Scale (BPRS) • SBHG EMR Incident Report (IR)Tracking 	<p>Majority of clients will show reductions in one or more individualized target behaviors by discharge (new tool - we will set baseline by Jan. 1, 2020).</p> <p>IRs (esp. those related to aggression, suicidality) will continue at low rates per 1000 patient days as in prior years.</p>
<p>EFFECTIVENESS</p> <p>Acquisition of coping, communication and community life skills.</p>	<p>A-IF Psychiatrist, Nurses & Social Workers</p>	<p>Discharge (DC)</p>	<ul style="list-style-type: none"> • EMR OC Status Form • Client/Family OC Interviews/ Surveys 	<p>Majority of clients will have met all/some of their treatment goals and the majority of both clients and caregivers will report improved capacities by discharge</p>

Indicator (Type and Target)	Who Applied	Time of Measure	Data Source	Target Goal Expectancy
<p>EFFICIENCY</p> <p>Average length of stay.</p>	<p>Internal QA</p>	<p>Admission to Discharge</p>	<ul style="list-style-type: none"> Avatar CONTRACTOR EHR 	<p>Average length of stay will remain stable, similar to prior years (average of 6 days).</p> <p>% of those who discharge within 10 days does not exceed 90%.</p>
<p>EFFECTIVENESS & EFFICIENCY</p> <p>Collaborative approaches and treatment strategies to reduce hospital readmission of clients, esp. among those with frequent PHF readmissions.</p>	<p>PHF Nursing/Clinical & QA Leaders & Treatment Staff (in collaboration w/ external entities)</p>	<p>Varied QI Projects Undertaken Annually</p>	<ul style="list-style-type: none"> Varied QI Projects (Recidivism data from County and/or EMR; project specific tracking logs are also used) 	<p>Varied per QI Project</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> % clients introduced to WRAP % clients w/ family sessions % clients/families endorsement of service approach on DC surveys % readmitted within 30 days of DC
<p>EFFECTIVENESS & EFFICIENCY</p> <p>Effective discharge planning as demonstrated by referral and linkage to other DBH programs, community providers and other community resources.</p>	<p>PHF Nursing/Clinical & QA Leaders & Treatment Staff (in collaboration w/ external entities)</p>	<p>DC planning starts at admission and continues daily through DC to Aftercare linkages</p>	<ul style="list-style-type: none"> CONTRACTOR EHR Aftercare Plan CONTRACTOR EHR DC Status Form Post DC follow-up phone interviews* 	<p>Majority (85%) of PHF clients return to a home/family setting</p> <p>Majority (85%) of PHF clients DC with at least 2 referral/linkages to community resources & supports.</p> <p>COUNTY also tracks KPIs related to timely uptakes to next-on services (e.g., 7 days, 48 hrs.).</p>
<p>CUSTOMER SATISFACTION</p> <p>Multiple Protocols & Survey Items</p> <p><i>Examples:</i></p> <p>(Client) "More confident now, after being in the program, in my ability to recover and cope with mental health problems."</p> <p>(Caregiver) "Family received the help we needed for our child."</p>	<p>Family Advocate and/or PHF Psychiatrist</p> <p>QA/Others TBD</p>	<p>Client/Family Discharge & (possibly) Post DC Interviews/Surveys</p>	<ul style="list-style-type: none"> Youth Survey Caregiver Survey Post DC follow-up phone interviews* Agency Partner Surveys 	<p>Performance benchmark is 85% items endorsed positively.</p> <p>Items or areas that fall below benchmark are reviewed and prioritized for QI.</p>

Indicator (Type and Target)	Who Applied	Time of Measure	Data Source	Target Goal Expectancy
(Agency Partner) "The program provides a needed level of care in the community."				

* Post discharge (DC) protocols are developed and available; we are assessing whether the team has capacity to sustain the data gathering process, which is time-consuming. Pilot testing results will be available after January 1, 2020.

COUNTY RESPONSIBILITIES:

COUNTY shall:

1. Perform a utilization review (through its FCMHP) of all admissions to determine that the documentation demonstrates that medical necessity criteria as defined by DHCS was met for each period of the admission, except for the episode of discharge.
2. Provide oversight (through COUNTY DBH) of the CONTRACTOR's PHF program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with DHCS in regard to program administration and outcomes.
3. Assist the CONTRACTOR in making linkages with the entire behavioral health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
4. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR's staff and will be available to the contractor for ongoing consultation.
5. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of this Agreement on a monthly basis, or as requested by COUNTY. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
6. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. To assist the CONTRACTOR's efforts towards cultural and linguistic competency, DBH shall provide the following at no cost to

CONTRACTOR:

- A. Technical assistance to CONTRACTOR regarding cultural competency requirements and sexual orientation training.
- B. Mandatory cultural competency training including sexual orientation and sensitivity training for CONTRACTOR personnel, at minimum once per year. COUNTY will provide mandatory training regarding the special needs of this diverse population and will be included in the cultural competence training(s). Sexual orientation and sensitivity to gender differences is a basic cultural competence principle and shall be included in the cultural competency training. Literature suggests that the mental health needs of lesbian, gay, bisexual, transgender, and queer (or questioning) (LGBTQ) individuals may be at increased risk for mental disorders and mental health problems due to exposure to societal stressors such as stigmatization, prejudice and anti-gay violence. Social support may be critical for this population. Access to care may be limited due to concerns about providers' sensitivity to differences in sexual orientation.
- C. Technical assistance for CONTRACTOR in translating behavioral health and substance use disorder services information into DBH's threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the CONTRACTOR.

Exhibit C

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million Dollars (\$5,000,000). 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) **All-Risk Property Insurance.** All-Risk Property Insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement. Contractor must name the County as an Additional Loss Payee.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **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.
- (F) **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.
- (G) **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.

Exhibit C

(H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

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

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

Exhibit C

shall be excess only and not contributing with insurance provided under the Contractor's policy.

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

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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.

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:	










rev On File with Clerk-Facility Use Agreement with Central Star

Final Audit Report

2024-11-01

Created:	2024-11-01
By:	Mary Howard (mhoward@starsinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHVf88tuMwM-ggiXdGOEw64IfKhEfJL39

"rev On File with Clerk-Facility Use Agreement with Central Star" History

-  Document created by Mary Howard (mhoward@starsinc.com)
2024-11-01 - 5:03:25 PM GMT- IP address: 20.69.78.26
-  Document emailed to kdunlap@starsinc.com for signature
2024-11-01 - 5:04:26 PM GMT
-  Email viewed by kdunlap@starsinc.com
2024-11-01 - 5:17:46 PM GMT- IP address: 146.75.146.1
-  Signer kdunlap@starsinc.com entered name at signing as Kent Dunlap
2024-11-01 - 6:43:03 PM GMT- IP address: 52.175.218.88
-  Document e-signed by Kent Dunlap (kdunlap@starsinc.com)
Signature Date: 2024-11-01 - 6:43:05 PM GMT - Time Source: server- IP address: 52.175.218.88
-  Document emailed to jweller@starsinc.com for signature
2024-11-01 - 6:43:09 PM GMT
-  Email viewed by jweller@starsinc.com
2024-11-01 - 6:43:45 PM GMT- IP address: 104.47.57.126
-  Signer jweller@starsinc.com entered name at signing as John Weller
2024-11-01 - 6:45:07 PM GMT- IP address: 73.181.148.252
-  Document e-signed by John Weller (jweller@starsinc.com)
Signature Date: 2024-11-01 - 6:45:09 PM GMT - Time Source: server- IP address: 73.181.148.252
-  Agreement completed.
2024-11-01 - 6:45:09 PM GMT