

A G R E E M E N T

THIS AGREEMENT is made and entered into this 6th day of November, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and SANTÉ HEALTH SYSTEM, d.b.a. ADVANTEK BENEFIT ADMINISTRATORS "ADMINISTRATOR", a California corporation address is 7370 N. Palm Ave., Fresno, CA 93711. COUNTY and ADMINISTRATOR are referred to herein, collectively, as "Parties", or "Party" individually.

W I T N E S S E T H:

WHEREAS, the Parties entered into that certain Agreement effective the 20th day of April 2015, identified as COUNTY Agreement No. A-15-130 whereby ADMINISTRATOR agreed to administer the Assembly Bill ("A.B.") 2731 reimbursement fund; and

WHEREAS, the Parties entered into a First Amended and Restated Agreement effective the 26th day of September 2017, identified as COUNTY Agreement No. 15-130-1, hereafter referred to as "Agreement", whereby the A.B. 2731 reimbursement funding was changed and thereafter referred to as Non-Resident Specialty Care (NRSC) funding that the ADMINISTRATOR will utilize to administer for the provision of specialty medical services for indigent residents ("Beneficiaries" or "Beneficiary") that do not qualify for other health care options (e.g., full-scope Medi-Cal, MISP); and

WHEREAS, COUNTY Agreement No. 15-130-1 expired on April 1, 2018;

WHEREAS, the Parties mutually desire for ADMINISTRATOR to continue to provide the services it provided under COUNTY Agreement No. 15-130-1;

WHEREAS, ADMINISTRATOR desires to continue to administer the NRSC funds by selecting Beneficiaries from referrals it obtains from certain federally funded clinics and/or emergency medical hospitals that coordinate with federally funded clinics (see referral list attached hereto as Exhibit A and incorporated by this reference herein) who meet certain eligibility criteria and allocate the NRSC fund on a first come first serve basis to certain medical providers (see medical provider list attached hereto as Exhibit B and incorporated by this reference herein) who perform non-emergency or urgent specialty care services to Beneficiaries.

Now, therefore, COUNTY and ADMINISTRATOR, in consideration of the covenants, agreements,

and conditions herein contained, the parties hereto agree as follows:

1. RESPONSIBILITIES OF THE ADMINISTRATOR

In consideration for the compensation as described in Section 2, COMPENSATION, herein, ADMINISTRATOR shall be responsible to:

A. Select Beneficiaries From Referrals: ADMINISTRATOR shall be responsible to select Beneficiaries from referrals exclusively provided by certain federally funded clinics and/or emergency hospitals that coordinate with the federally funded clinics listed in Exhibit A in accordance with the below provisions.

1) Referral Form: ADMINISTRATOR shall administer the NRSC fund by accepting the Specialty Care Referral Form ("Referral Form") (attached hereto as Exhibit C and incorporated by this reference herein) from the federally funded clinics and/or emergency hospitals who coordinate with the federally funded clinics listed in Exhibit A.

a. ADMINISTRATOR shall not process payment from any other method or form of referral with respect to the NRSC fund.

2) Referral Form Must Be Complete and Accurate: ADMINISTRATOR shall screen each Referral Form to ensure they are accurate and complete prior to processing for payment.

a. An accurate and complete Referral Form means it contains the following (note: the numbers below reflect the numbers identified in the boxes of the Referral Form for ease of reference):

1. Date of request
2. Date last seen by requesting physician
3. Beneficiary's first and last name, date of birth, age, and gender
4. Beneficiary's address:
 - If the Beneficiary does not have an address because he/she is homeless, this portion of the Referral Form must be marked "none" or "homeless", a blank would be considered an incomplete Referral Form to be denied by ADMINISTRATOR
5. Either: (a) "Yes" marked to the Beneficiary having restricted Medi-Cal

1 and the MEDS Aid Code number and the BIC/CIN number; or (b) “No”
2 marked to the Beneficiary having restricted Medi-Cal with the MEDS Aid
3 Code and BIC/CIN left blank and a “Yes” marked to the Beneficiary
4 having a pending Medi-Cal application with the Medi-Cal application date

- 5 • If “Yes” is marked to having restricted Medi-Cal, but there is no
6 MEDS Aid Code or no BIC/CIN, or neither are listed,
7 ADMINISTRATOR shall deny the Referral Form
- 8 • If “No” is marked to the Beneficiary having restricted Medi-Cal with
9 the MEDS Aid Code and BIC/CIN left blank, but a “No” (instead of
10 a “Yes”) is marked to the Beneficiary having a pending Medi-Cal
11 application, ADMINISTRATOR shall deny the Referral Form

12 6. Full name of requesting physician, which may be either the
13 emergency care or the primary care physician, tax identification number
14 of the federally funded clinic or emergency hospital on the referral list in
15 Exhibit A; and name of the federally funded clinic/emergency hospital,
16 which must be listed on Exhibit A

- 17 • If the name of the clinic/hospital and location provided on the
18 Referral Form is not on the referral list in Exhibit A, the referral
19 shall be denied by ADMINSTRATOR

20 7. Contact person at the federally funded clinic/emergency hospital
21 listed; telephone and facsimile of federally funded clinic/emergency
22 hospital listed; name of the primary care physician must be filled in if the
23 requesting physician (e.g., the emergency physician) is not the primary
24 care physician

- 25 • ADMINISTRATOR need not deny the Referral Form if there is no
26 name of the primary care physician

27 8. The address of the federally funded clinic or emergency hospital
28 listed

- If the address listed does not match up with a location of a federally funded clinic or emergency hospital listed in Exhibit A, ADMINISTRATOR must deny the Referral Form

9. The type of referral requested must be marked and the CPT code/s shall be filled in

- If a note is written on the Referral Form for a different type of specialty care service not within the scope of the NRSC funding attached hereto as Exhibit D (and incorporated by this reference herein), the ADMINISTRATOR shall seek approval or denial of service from the COUNTY'S Department of Public Health Director, or his/her designee, as soon as possible so that the County may determine whether or not an approved provider is able and willing to provide the specialty care service requested on the Referral Form. The COUNTY'S Department of Public Health Director or his/her designee shall respond in writing to the ADMINISTRATOR approving or denying the requested specialty care service

10. Medical Diagnosis, ICD-10 Code, and Date of Onset must be filled in by the requesting physician

11. Referring physician comments and clinical data is optional and ADMINISTRATOR shall not automatically deny the referral if the remaining portions of the Referral Form is complete and accurate

12. Beneficiary must mark his/her language that he/she speaks or fill in his/her language in the "other" box

13. Beneficiary must fill in his/her full name, sign and date the Applicant's Attestation in his/her appropriate language of Spanish or English

- If Beneficiary indicates he/she speaks a different language than English/Spanish, ADMINISTRATOR shall notify the COUNTY'S

Department of Public Health Director, or his/her designee, as soon as possible so that the COUNTY may provide the Beneficiary with an attestation translated to his/her language for signature

- Upon completion of the attestation in the appropriate language, the ADMINISTRATOR may move forward with processing the Referral Form

14. The Beneficiary's requesting physician must fill in his/her full name, sign and date the appropriate Physician's Attestation for primary or emergency

3) Denial of Incomplete and Inaccurate Referral Forms: ADMINISTRATOR shall deny any inaccurate or incomplete Referral Forms in writing, and provide that denial to the clinic/hospital, requesting physician, primary care physician (if different), and applicant. COUNTY shall have no obligation to compensate ADMINISTRATOR for such referral claim/s if the Referral Form is not accurate and complete as provided in Section 1, A, 2) above.

4) Preliminary Assurance if Referral Form is marked "Yes" to Pending Medi-Cal Application: ADMINISTRATOR is required to obtain a preliminary assurance in writing from COUNTY'S Director of Department of Public Health, or his/her designee, if a Referral Form is marked "Yes" to "Medi-Cal application pending". Upon ADMINISTRATOR'S receipt of the written preliminary assurance from the COUNTY'S Director of Department of Public Health, or his/her designee; it may proceed with processing payment as provided herein.

a. ADMINISTRATOR is not required to obtain the COUNTY'S preliminary assurance on Referral Forms that are marked "Yes" to Restricted Medi-Cal and are accurate and complete in accordance to Section b, 1) above, prior to processing payment as set forth in Section 2, COMPENSATION. However, ADMINISTRATOR may consult with COUNTY'S Director of Department of Public Health, or his/her designee, on an as needed basis should ADMINISTRATOR have questions pertaining to whether a Referral Form is complete and accurate.

B. Process Referral Claim Only for Claims within the Scope of Services or Other COUNTY Pre-Approved Specialty Care: ADMINISTRATOR shall only process referral claims that

request reimbursement from the NRSC Scope of Services, which are listed in Exhibit D or which have been pre-approved by the County as in Section A, 2), a, 9 above. COUNTY shall not be responsible for providing payment for those referral claims that are not within the Scope of Services listed in Exhibit D or otherwise have not been pre-approved by COUNTY, and reserves the right to deny payment on such claim/s under Section 2, A herein.

1) Exclusions from the Scope of Services: ADMINISTRATOR shall not process referral claims and COUNTY shall not be responsible for providing payment for the following services:

- Medical services provided outside the Fresno metropolitan area
- Specialty medical services not referred by a clinic or hospital listed on Exhibit A
- Specialty medical services not provided by the medical providers listed on Exhibit B
- Any service not covered by Medi-Cal
- Primary care
- Emergency care (i.e., a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical treatment could reasonably be expected to result in placing the patient's health in serious jeopardy, serious impairment to bodily functions, and/or serious dysfunction to any bodily organ or part)
- Prenatal/pregnancy related services (prenatal care, labor, deliver, up to 60 days postpartum care, and family planning)
- Non-emergency dental, vision, and behavioral health care services
- Organ transplants
- Chiropractic services and acupuncture services
- Fertility treatments and reversals, family planning services, and impotency services
- Abortion services
- Breast and cervical cancer treatment
- Skilled nursing facilities and long-term care facilities
- Methadone Maintenance and drug and alcohol treatment
- Allergy testing, injections, or treatment
- Sexual reassignment surgery
- Gastric bypass or other weight loss surgery and weight loss/control services
- Non-emergency follow-up care provided in an emergency room
- Non-emergency Hepatitis C treatment
- Minor consent services (substance abuse treatment 12 or older, mental health services 12 or older, family planning/pregnancy-related services, sexually transmitted diseases 12 or older, and sexual assault/rape treatment)
- Child Health and Disability Prevention [CHDP] (i.e., regular pediatric

- primary care, immunizations, nutrition and lead screening, vision, hearing, and lab tests, dental, outreach and educational services, referrals for further diagnosis/treatment, and temporary full scope Medi-Cal benefits)
- Refugee Medical Assistance or Entrant Medical Assistance
 - Emergency Disaster Relief
 - MISP benefits
 - Any service that a FQHC or RHC is mandated to provide by Federal law (42 U.S.C. §254b(b)) (e.g. primary care, immunizations, communicable disease screening, cancer screening, diagnostic, laboratory, radiology services, eye, ear and dental screenings for children, and pharmaceutical services)

C. Refer Beneficiaries to Medical Providers: ADMINISTRATOR shall assist the federally funded clinics and/or emergency hospitals listed in Exhibit A on an as needed basis to find the appropriate medical providers listed in Exhibit B to provide non-emergency specialty care services within the Scope of Services listed in Exhibit D to Beneficiaries.

2. COMPENSATION

In exchange for performing the responsibilities listed in Section 1, herein, ADMINISTRATOR shall obtain reimbursement according to the provisions below.

A. Reimbursement for Third Party Administration Fees and Specialty Professional Medical Services:

Specialty Medical Services: For the Term of this Agreement set forth in Section 3, herein, if a federally funded clinic or emergency hospital (in Exhibit A) provides a complete and accurate Referral Form to ADMINISTRATOR in accordance with Section 1, A, 2) above, and ADMINISTRATOR has received any necessary written preliminary assurances from COUNTY'S Director of Department of Public Health , or his/her designee (if required under Section 1, A 4) above, COUNTY shall reimburse ADMINISTRATOR for the fees incurred by the medical providers (in Exhibit B) for providing non-emergency specialty care services within the Scope of Services (in Exhibit D) or which has been preapproved by the COUNTY to the Beneficiaries according to the fee-for-service Medi-Cal rates incurred during the date of service and subject to the availability of NRSC funding in Section 2, B below.

Third Party Administration Fees: For the Term of the Agreement set forth in Section 3 herein, COUNTY shall reimburse ADMINISTRATOR for third party administration fees at the monthly rate of either eight percent (8%) or Three Thousand Five Hundred and No/100 Dollars (\$3,500.00),

1 whichever is the greater amount for the total amount of fees incurred in processing claims from the
2 medical providers (in Exhibit B) with respect to the Beneficiaries for non-emergency specialty care
3 services (in Exhibit B) with respect to the Beneficiaries for non-emergency specialty care services (in
4 Exhibit D), subject to available funding set forth in Section 2, B below, and the Referral Forms being
5 complete and accurate in accordance with Sections 1, A, 2), and 1, A, 4). ADMINISTRATOR shall not
6 be entitled to any reimbursement for non-emergency specialty medical services and third party
7 administration fees once the funding is exhausted.

8 1) Reimbursement Contingencies for Specialty Medical Services and Third
9 Party Administration Fees/Valid Claims: ADMINISTRATOR shall only be entitled to reimbursement for
10 specialty medical services performed by the medical providers listed in Exhibit B and third party
11 administration fees under this Section 2, A, if ADMINISTRATOR: (a) selects Beneficiaries from referrals
12 only provided by federally funded clinics and/or emergency hospitals listed in Exhibit A; (b) has received
13 from a federally funded clinic and/or emergency hospital listed in Exhibit A, a complete and accurate
14 Referral Form as set forth in Sections 1, A, 2) and 1, A, 4); (c) receive written preliminary assurances
15 from the COUNTY'S Director of Department of Public Health, or his/her designee, on Referral Forms
16 marked "Yes" to "Medi-Cal application pending"; (d) medical providers in Exhibit B seek reimbursement
17 for necessary non-emergency specialty medical services as listed in Exhibit D or which have been pre-
18 approved by the COUNTY, and not any excluded services listed in Section 1, B, 1); (e) ensures there is
19 available funding to process payment in accordance with the maximum payment limit in Section 2, B; (f)
20 processes payment in accordance with Section 2,B; and (g) submits invoice/s to COUNTY as set forth in
21 Section 2,D.

22 B. Maximum Payment/Availability of Funds: In no event shall the total available
23 funds for NRSC reimbursement for non-emergency specialty medical services provided by medical
24 providers (listed in Exhibit B) and third party administrative fees charged by ADMINISTRATOR be in
25 excess of Five Million Five Hundred Sixty Nine Thousand Three Hundred Ninety Two Dollars
26 (\$5,569,392.00) ("Available Funding"). ADMINISTRATOR shall not be entitled to receive any further
27 payment from COUNTY upon receipt of valid claims from medical providers and third party
28 administrative fees that reach the Available Funding limit. This Agreement shall automatically terminate

once the Available Funding has been exhausted, as set forth in Section 3 herein.

1) Notice of 85% Expenditure of Funds/Winding Down Procedure:

ADMINISTRATOR agrees that when the total combined amount of valid claims received and third party administrative fees charged reached eighty-five percent (85%) of the Available Funding (i.e., Four Million Seven Hundred Thirty Three Thousand Nine Hundred Eighty Three Dollars and Twenty Cents (\$4,733, 983.20), ADMINISTRATOR shall immediately provide written notice to: (a) the federally funded clinics and emergency hospitals listed in Exhibit A; (b) the medical providers listed in Exhibit B; and (c) COUNTY.

The written notice shall contain the following points:

- There remains only fifteen percent (15%) in available funding.
- The medical providers are required to forward all claims for reimbursement to ADMINISTRATOR within the next thirty (30) calendar days, and the medical providers shall only receive a pro-rata portion of their claims on the remaining available funds if the remaining funds are less than the total amount of the claims and third party administrative fees combined.
- Federally funded clinics and/or emergency hospitals listed in Exhibit A shall have ten (10) calendar days to submit accurate and complete Referral Forms to ADMINISTRATOR, and there will be no guarantee that these Referral Forms will be processed and/or accepted by ADMINISTRATOR.
- ADMINISTRATOR will provide written notice in the future to the medical providers, federally funded clinics and emergency hospitals if additional funding becomes available.

In the event the claims from medical providers in the thirty (30) calendar days after eighty-five percent (85%) of the Available Funding is expended, does not exhaust the Available Funding limit in Section 2,B, ADMINISTRATOR shall process payment for the full amount for those claims in accordance with this Section 2. After such reimbursement, ADMINISTRATOR shall provide written notice to the medical providers and federally funded clinics and emergency hospitals (in Exhibits A and B) with a copy to COUNTY indicating that there is available funding. The notice shall state that the medical providers shall have an additional thirty (30) calendar days to submit claims to ADMINISTRATOR and that the federally funded clinics and emergency hospitals shall have an additional ten (10) calendar days to submit accurate and complete Referral Forms to ADMINISTRATOR. The ADMINISTRATOR shall add to the notice that there will be no guarantee that the Referral Forms will be processed and/or accepted

1 by ADMINISTRATOR. The ADMINISTRATOR shall process payment on the remaining Available
2 Funding on a pro-rata basis for a portion of their claims if the remaining Available Funding is less than
3 the total amount of the claims and the third party administrative fees combined.

4 The foregoing winding down procedure shall continue and repeat until the Available Funding is
5 completely exhausted.

6 C. Waiver: ADMINISTRATOR, including its respective predecessors, successors,
7 subcontractors, agents, officers, representatives, executors, beneficiaries and assigns, agrees and
8 acknowledges that it will release and forever discharge the COUNTY from any and all actions, causes of
9 action, claims, suits, judgments, demands, liens, promises, agreements, contracts, obligations, rights,
10 penalties, sanctions, damages, punitive damages, attorneys' fees, costs, losses, liabilities, demands,
11 fees or expenses of any kind or nature it may or will have against the COUNTY with respect to
12 reimbursement for any and all claims relating to services Beneficiaries received under this Agreement
13 and third party administration fees that would exceed the Available Funding in Section 2, B.

14 D. Billing/Invoicing: ADMINISTRATOR shall accept claims from the medical
15 providers listed in Exhibit B who provide non-emergency specialty medical services to Beneficiaries
16 within the Scope of Services (Exhibit D) or which were pre-approved by COUNTY, in accordance with
17 the terms of this Agreement and subject to the compensation contingencies set forth in Sections 2. A
18 and 2, B. After accepting a claim that meets the compensation contingencies in Sections 2. A and 2, B,
19 ADMINISTRATOR shall submit an invoice to the COUNTY for reimbursement of such claim.

20 Such invoice for reimbursement shall contain the following information: (a) the
21 date/s of service; (b) full and complete descriptions of each service provided; (c) the cost of each
22 specialty medical service provided; (d) cost of the third party administrative fee; (e) the total amount
23 billed by ADMINISTRATOR to date for specialty medical services and third party administration fees
24 under this agreement; (f) the Medi-Cal codes utilized to determine cost of service; and (g) the name and
25 current contact information of the Beneficiary who received such services.

26 1) Claims shall be submitted to COUNTY electronically or on a HCFA-1500
27 billing form.

28 2) ADMINISTRATOR agrees to submit invoices/reimbursement claims to

COUNTY for services referred under this Agreement no later than ninety (90) days after the service was delivered.

3) COUNTY agrees to reimburse ADMINISTRATOR, subject to contingencies set forth in Sections 2, A and 2, B forty-five (45) calendar days after receipt and verification of the invoices from ADMINISTRATOR.

4) Invoices shall be submitted to County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Fresno, CA 93775, Attn: DPH Director.

5) Invoiced to COUNTY for specialty medical services shall be coded and billed correctly pursuant to the fee-for-service Medi-Cal rate in effect at the time the medical service was rendered according to the procedure code located at :

<http://files.medi-cal.ca.gov/pubsdoco/Rates/RatesHome.asp>

6) It is understood that all expenses incidental to ADMINISTRATOR'S performance of services under this Agreement shall be borne by ADMINISTRATOR.

3. TERM

The term of this Agreement shall be retroactive to the 20th day of April, 2018, for a period of one (1) year, through and including the 19th day of April, 2019. This Agreement may be extended for one (1) additional consecutive twelve (12) month period upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The COUNTY'S Director of Public Health, or his or her designee, is authorized to execute such written approval on behalf of COUNTY based on ADMINISTRATOR'S satisfactory performance. The same terms and conditions herein set forth, unless written notice of nonrenewal or termination as set forth in Section 4 is provided by COUNTY or COUNTY'S Director of Public Health, or his/her designee.

4. TERMINATION

A. Non-Allocation of Funds: The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the ADMINISTRATOR thirty (30) days advance written notice.

1 B. Breach of Contract: The COUNTY may immediately suspend or terminate this
2 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 3 1) An illegal or improper use of funds;
- 4 2) A failure to comply with any term of this Agreement;
- 5 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 6 4) Improperly performed service.

7 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
8 of this Agreement or any default, which may then exist on the part of the ADMINISTRATOR. Neither shall
9 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
10 default. The COUNTY shall have the right to demand of the ADMINISTRATOR the repayment to the
11 COUNTY of any funds disbursed to the ADMINISTRATOR under this Agreement, which in the judgment of
12 the COUNTY were not expended in accordance with the terms of this Agreement. The ADMINISTRATOR
13 shall promptly refund any such funds upon demand.

14 B. Without Cause: Under circumstances other than those set forth above, this
15 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
16 intention to terminate to ADMINISTRATOR.

17 Upon termination or expiration of this Agreement under Sections 3 and/or 4 herein,
18 each Party shall continue to remain liable for their own obligations or liabilities, as indicated herein,
19 originating prior to termination of this Agreement.

20 5. INDEPENDENT CONTRACTOR

21 In performance of the work, duties and obligations assumed by ADMINISTRATOR under this
22 Agreement, it is mutually understood and agreed that ADMINISTRATOR, including any and all of the
23 ADMINISTRATOR'S officers, agents, and employees will at all times be acting and performing as an
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
25 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
26 to control or supervise or direct the manner or method by which ADMINISTRATOR shall perform its work
27 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
28 ADMINISTRATOR is performing its obligations in accordance with the terms and conditions thereof.

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

Because of its status as an independent contractor, ADMINISTRATOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. ADMINISTRATOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ADMINISTRATOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of ADMINISTRATOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, ADMINISTRATOR may be providing services to others unrelated to the COUNTY or to this Agreement.

6. MODIFICATION

With the exception of deletions and additions of federally funded clinics and/or emergency hospitals under Section 6, A, herein, and medical providers under Section 6, B, herein, any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

A. COUNTY'S Director of Department of Public Health shall have the sole discretion to add or delete the federally funded clinics and/or emergency hospitals that coordinate with federally funded clinics listed in Exhibit A, attached hereto. COUNTY shall place ADMINISTRATOR on notice immediately upon deleting or adding federally funded clinics and/or emergency hospitals that coordinate with federally funded clinics listed in Exhibit A.

B. COUNTY'S Director of Department of Public Health shall have the sole discretion to add or delete the medical providers listed in Exhibit B, attached hereto. COUNTY shall place ADMINISTRATOR on notice immediately upon deleting or adding medical providers on Exhibit B.

7. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

8. HOLD HARMLESS

ADMINISTRATOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend

1 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's
2 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
3 with the performance, or failure to perform, by ADMINISTRATOR, its officers, agents, or employees under
4 this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,
5 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
6 damaged by the performance, or failure to perform, of ADMINISTRATOR, its officers, agents, or employees
7 under this Agreement.

8 9. INSURANCE

9 Without limiting the COUNTY's right to obtain indemnification from ADMINISTRATOR or any third
10 parties, ADMINISTRATOR, at its sole expense, shall maintain in full force and effect, the following
11 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
12 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

13 A. Commercial General Liability: Commercial General Liability Insurance with limits of
14 not less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate of four million
15 dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require
16 specific coverages including completed operations, products liability, contractual liability, Explosion-
17 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the
18 nature of this contract.

19 B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not
20 less than one million dollars (\$1,000,000.00) per accident for bodily injury and for property damages.
21 Coverage should include any auto used in connection with this Agreement.

22 C. Professional Liability: If ADMINISTRATOR employs licensed professional staff,
23 (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of
24 not less than one million dollars (\$1,000,000.00) per occurrence, three million dollars (\$3,000,000.00)
25 annual aggregate.

26 D. Cyber Liability: Cyber Liability Insurance with limits not less than two million
27 dollars (\$2,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate. Coverage
28 shall be sufficiently broad to respond to the duties and obligations as is undertaken by

ADMINISTRATOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademarks, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

F. Additional Requirements Relating to Insurance: ADMINISTRATOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under ADMINISTRATOR'S policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date ADMINISTRATOR signs and executes this Agreement, ADMINISTRATOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, California 93775, Attention: Business Manager, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under ADMINISTRATOR'S policies herein;

1 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
2 advance, written notice given to COUNTY.

3 In the event ADMINISTRATOR fails to keep in effect at all times insurance
4 coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
5 terminate this Agreement upon the occurrence of such event.

6 All policies shall be issued by admitted insurers licensed to do business in the
7 State of California, and such insurance shall be purchased from companies possessing a current A.M.
8 Best, Inc. rating of A FSC VII or better.

9 10. AUDITS AND INSPECTIONS

10 The ADMINISTRATOR shall at any time during business hours, and as often as the COUNTY may
11 deem necessary, make available to the COUNTY for examination all of its records and data with respect to
12 the matters covered by this Agreement. The ADMINISTRATOR shall, upon request by the COUNTY,
13 permit the COUNTY to audit and inspect all of such records and data necessary to ensure
14 ADMINISTRATOR'S compliance with the terms of this Agreement.

15 If this Agreement exceeds ten thousand dollars (\$10,000.00), ADMINISTRATOR shall be subject to
16 the examination and audit of the Auditor General for a period of three (3) years after final payment under
17 contract (Government Code Section 8546.7).

18 11. NOTICES

19 The persons and their addresses having authority to give and receive notices under this Agreement
20 include the following:

21 COUNTY

22 COUNTY OF FRESNO
23 Director, County of Fresno
24 Department of Public Health
P.O. Box 11867
Fresno, CA 93775

ADMINISTRATOR

Advantek Benefit Administrators
Chris Cheney
Attn: Chris Cheney
Title: CFO
7370 N. Palm Ave., Suite #101
Fresno, CA 93711

25 All notices between the COUNTY and ADMINISTRATOR provided for or permitted under this
26 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
27 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
28 personal service is effective upon service to the recipient. A notice delivered by first-class United States

mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be 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. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. The parties to this AGREE shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, ADMINISTRATOR, 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 the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal responsibilities of the Business Associate.

1 B. ADMINISTRATOR, including its subcontractors and employees, shall protect, from
2 unauthorized access, use, or disclosure of names and other identifying information, including genetic
3 information, concerning persons receiving services pursuant to this Agreement, except where permitted in
4 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504
5 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services
6 pursuant to a COUNTY funded program. This requirement applies to electronic PHI. ADMINISTRATOR
7 shall not use such identifying information or genetic information for any purpose other than carrying out
8 ADMINISTRATOR's obligations under this Agreement.

9 C. ADMINISTRATOR, including its subcontractors and employees, shall not disclose
10 any such identifying information or genetic information to any person or entity, except as otherwise
11 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law,
12 required by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is
13 permitted by this Agreement or authorized by law, ADMINISTRATOR shall make reasonable efforts to
14 limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

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

18 E. For purposes of the above sections, genetic information shall include genetic tests of
19 family members of an individual or individual, manifestation of disease or disorder of family members of an
20 individual, or any request for or receipt of, genetic services by individual or family members. Family
21 member means a dependent or any person who is first, second, third, or fourth degree relative.

22 F. ADMINISTRATOR shall provide access, at the request of COUNTY, and in the time
23 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
24 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
25 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided
26 within thirty (30) days from request. Access may be extended if ADMINISTRATOR cannot provide access
27 and provides individual with the reasons for the delay and the date when access may be granted. PHI
28 shall be provided in the form and format requested by the individual or COUNTY.

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

ADMINISTRATOR 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.

G. ADMINISTRATOR shall report to COUNTY, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement 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 COUNTY'S DPH 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. ADMINISTRATOR 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. ADMINISTRATOR 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 COUNTY'S DPH 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

Dept. of Public Health
HIPAA Representative
(559) 600-6439
P.O. Box 11867
Fresno, CA 93775

County of Fresno

Dept. of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, CA 93775

County of Fresno

Information Technology Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, CA 93612

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1 H. ADMINISTRATOR shall make its internal practices, books, and records relating to
2 the use and disclosure of PHI received from COUNTY, or created or received by the ADMINISTRATOR
3 on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the
4 requirements set forth in Title 45, CFR, Sections 160 and 164. ADMINISTRATOR shall make its internal
5 practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created
6 or received by the ADMINISTRATOR on behalf of COUNTY, available to the United States Department of
7 Health and Human Services (Secretary) upon demand.

8 ADMINISTRATOR shall cooperate with the compliance and investigation reviews
9 conducted by the Secretary. PHI access to the Secretary must be provided during the
10 ADMINISTRATOR'S normal business hours, however, upon exigent circumstances access at any time
11 must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to
12 ADMINISTRATOR and in possession of a Subcontractor, it must certify efforts to obtain the information to
13 the Secretary.

14 I. Safeguards:

15 ADMINISTRATOR shall implement administrative, physical, and technical
16 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and
17 appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it
18 creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access,
19 viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement.
20 ADMINISTRATOR shall conduct an accurate and thorough assessment of the potential risks and
21 vulnerabilities to the confidential, integrity and availability of electronic PHI. ADMINISTRATOR shall
22 develop and maintain a written information privacy and security program that includes administrative,
23 technical and physical safeguards appropriate to the size and complexity of ADMINISTRATOR'S
24 operations and the nature and scope of its activities. Upon COUNTY'S request, ADMINISTRATOR shall
25 provide COUNTY with information concerning such safeguards.

26 ADMINISTRATOR shall implement strong access controls and other security
27 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,
28 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the

1 following administrative and technical password controls for all systems used to process or store
2 confidential, personal, or sensitive data:

3 1) Passwords must not be:

- 4 a. Shared or written down where they are accessible or recognizable
- 5 by anyone else; such as taped to computer screens, stored under
- 6 keyboards, or visible in a work area;
- 7 b. A dictionary word; or
- 8 c. Stored in clear text

9 2) Passwords must be:

- 10 a. Eight (8) characters or more in length;
- 11 b. Changed every ninety (90) days;
- 12 c. Changed immediately if revealed or compromised; and
- 13 d. Composed of characters from at least three (3) of the following
- 14 four (4) groups from the standard keyboard:
- 15 e. Composed of characters from at least three (3) of the following
- 16 four (4) groups from the standard keyboard:
 - 17 (1) Upper case letters (A-Z);
 - 18 (2) Lowercase letters (a-z);
 - 19 (3) Arabic numerals (0 through 9); and

20 ADMINISTRATOR shall implement the following security controls on each workstation
21 or portable computing device (e.g., laptop computer) containing confidential,
22 personal, or sensitive data:

- 23 i. Network-based firewall and/or personal firewall;
- 24 ii. Continuously updated anti-virus software; and
- 25 iii. Patch management process including installation of
- 26 all operating system/software vendor security
- 27 patches.

28 ADMINISTRATOR shall utilize a commercial encryption solution that has received

1 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic
2 media (including, but not limited to, compact disks and thumb drives) and on portable computing devices
3 (including, but not limited to, laptop and notebook computers).

4 ADMINISTRATOR shall not transmit confidential, personal, or sensitive data via e-
5 mail or other internet transport protocol unless the data is encrypted by a solution that has been validated
6 by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption
7 Standard (AES) Algorithm. ADMINISTRATOR must apply appropriate sanctions against its employees
8 who fail to comply with these safeguards. ADMINISTRATOR must adopt procedures for terminating
9 access to PHI when employment of employee ends.

10 J. Mitigation of Harmful Effects: ADMINISTRATOR shall mitigate, to the extent
11 practicable, any harmful effect that is suspected or known to ADMINISTRATOR of an unauthorized
12 access, viewing, use, disclosure, or breach of PHI by ADMINISTRATOR or its subcontractors in
13 violation of the requirements of these provisions. ADMINISTRATOR must document suspected or
14 known harmful effects and the outcome.

15 K. ADMINISTRATOR'S Subcontractors: ADMINISTRATOR shall ensure that any of
16 its contractors, including subcontractors, if applicable, to whom ADMINISTRATOR provides PHI
17 received from or created or received by ADMINISTRATOR on behalf of COUNTY, agree to the same
18 restrictions, safeguards, and conditions that apply to ADMINISTRATOR with respect to such PHI and
19 to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or
20 sub-award to such agents or subcontractors..

21 L. Employee Training and Discipline: ADMINISTRATOR shall train and use
22 reasonable measures to ensure compliance with the requirements of these provisions by employees
23 who assist in the performance of functions or activities on behalf of COUNTY under this Agreement
24 and use or disclose PHI and discipline such employees who intentionally violate any provisions of
25 these provisions, including termination of employment.

26 M. Termination for Cause: Upon COUNTY'S knowledge of a material breach of
27 these provisions by ADMINISTRATOR, COUNTY shall either:

28 1) Provide an opportunity for ADMINISTRATOR to cure the breach or

1 end the violation and terminate this Agreement if ADMINISTRATOR does
2 not cure the breach or end the violation within the time specified by
3 COUNTY; or

4 2) Immediately terminate this Agreement if ADMINISTRATOR has
5 breached a material term of these provisions and cure is not possible.

6 3) If neither cure nor termination is feasible, the COUNTY'S Privacy
7 Officer shall report the violation to the Secretary of the U.S. Department of
8 Health and Human Services.

9 N. Judicial or Administrative Proceedings: COUNTY may terminate this Agreement
10 in accordance with the terms and conditions of this Agreement as written hereinabove, if: (1)
11 ADMINISTRATOR is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or
12 Security Laws or the HITECH Act; or (2) a finding or stipulation that the ADMINISTRATOR has violated
13 a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy
14 laws in an administrative or civil proceeding in which the ADMINISTRATOR is a party.

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

24 P. Disclaimer: COUNTY makes no warranty or representation that compliance by
25 ADMINISTRATOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
26 adequate or satisfactory for ADMINISTRATOR's own purposes or that any information in
27 ADMINISTRATOR's possession or control, or transmitted or received by ADMINISTRATOR, is or will
28 be secure from unauthorized access, viewing, use, disclosure, or breach. ADMINISTRATOR is solely

1 responsible for all decisions made by ADMINISTRATOR regarding the safeguarding of PHI.

2 Q. Amendment: The parties acknowledge that Federal and State laws relating to
3 electronic data security and privacy are rapidly evolving and that amendment of these provisions may
4 be required to provide for procedures to ensure compliance with such developments. The parties
5 specifically agree to take such action as is necessary to amend this agreement in order to implement
6 the standards and requirements of HIPAA, the HIPAA regulations, the HITECH Act and other
7 applicable laws relating to the security or privacy of PHI. COUNTY may terminate this Agreement upon
8 thirty (30) days written notice in the event that ADMINISTRATOR does not enter into an amendment
9 providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems
10 sufficient to satisfy the standards and requirements of HIPAA, the HIPAA regulations and the HITECH
11 Act.

12 R. No Third-Party Beneficiaries: Nothing express or implied in the terms and
13 conditions of these provisions is intended to confer, nor shall anything herein confer, upon any person
14 other than COUNTY or ADMINISTRATOR and their respective successors or assignees, any rights,
15 remedies, obligations or liabilities whatsoever.

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

21 T. Regulatory References: A reference in the terms and conditions of these
22 provisions to a section in the HIPAA regulations means the section as in effect or as amended.

23 U. Survival: The respective rights and obligations of ADMINISTRATOR as stated in
24 this Section shall survive the termination or expiration of this Agreement.

25 V. No Waiver of Obligations: No change, waiver or discharge of any liability or
26 obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any
27 continuing or other obligation, or shall prohibit enforcement of any obligation on any other occasion.

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1 13. GOVERNING LAW

2 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
3 California.

4 The rights and obligations of the parties and all interpretation and performance of this Agreement
5 shall be governed in all respects by the laws of the State of California.

6 14. NON-DISCRIMINATION

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

13 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

14 This provision is only applicable if the ADMINISTRATOR is operating as a corporation (a for-
15 profit or non-profit corporation) or if during the term of the agreement, the ADMINISTRATOR changes its
16 status to operate as a corporation.

17 Members of the ADMINISTRATOR'S Board of Directors shall disclose any self-dealing
18 transactions that they are a party to while ADMINISTRATOR is providing goods or performing services
19 under this agreement. A self-dealing transaction shall mean a transaction to which the
20 ADMINISTRATOR is a party and in which one or more of its directors has a material financial interest.
21 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by
22 completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and
23 incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-
24 dealing transaction or immediately thereafter.

25 16. SEVERABILITY

26 The provisions of this Agreement are severable. The invalidity or unenforceability of any one
27 provision in the Agreement shall not affect the other provisions.

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1 17. ENTIRE AGREEMENT

2 This Agreement constitutes the entire agreement between the ADMINISTRATOR and COUNTY
3 with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,
4 commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless
5 expressly included in this Agreement.

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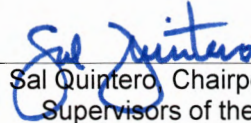
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 **SANTÉ HEALTH SYSTEM d.b.a**
4 **ADVANTEK BENEFIT ADMINISTRATORS**

COUNTY OF FRESNO:

5
6 

7
8 (Authorized Signature)

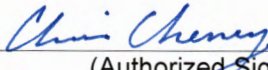
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Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

11 Scott Wells, CEO

Print Name & Title

(Chairman of the Board, or President or Vice
President)

12
13
14 

(Authorized Signature)

ATTEST:

Bernice E. Seidel

Clerk to the Board of Supervisors

County of Fresno, State of California

15
16 Chris Cheney, CFO

Print Name & Title

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

By: 

Deputy

17
18
19 7370 N. Palm Avenue, Suite # 101

Mailing Address

20
21 Fresno, California 93711

22
23
24
25 FOR ACCOUNTING USE ONLY:

26 Fund: 0001

27 Org: 5240

28 Account: 7295

EXHIBIT A

Referrals to ADMINISTRATOR shall derive from the following Federally Funded Clinics and Emergency Hospitals:

Clinica Sierra Vista – Divisadero
145 N. Clark St.
Fresno, CA 93701
Phone (559) 457-5900/FAX (559) 457-5990

United Health Centers – Huron
16928 11th St.
Huron, CA 93234
Phone (559) 945-2541/FAX (559) 945-1107

Clinica Sierra Vista – Easton
5784 S. Elm Ave.
Fresno, CA 93706
Phone (559) 457-5600/FAX (559) 457-5690

United Health Centers – Kerman
517 S. Madera Ave.
Kerman, CA 93630
Phone (559) 846-6330/FAX (559) 846-5553

Clinica Sierra Vista – Elm
2760 S. Elm Ave.
Fresno, CA 93706
Phone (559) 457-5314/FAX (559) 457-5390

United Health Centers – Mendota
121 Barboza St.
Mendota, CA 93640
Phone (559) 655-5000/FAX (559) 655-5000

Clinica Sierra Vista – Elm
2740 S. Elm Ave.
Fresno, CA 93706
Phone (559) 457-5200/FAX (559) 457-5290

United Health Centers – Orange Cove
445 11th St.
Orange Cove, CA 93646
Phone (559) 626-4031/FAX (559) 626-4963

Clinica Sierra Vista – Elm
2756 S. Elm Ave.
Fresno, CA 93706
Phone (559) 457-5345/FAX (559) 457-5395

United Health Centers – Parlier
650 S. Zediker Ave.
Parlier, CA 93648
Phone (559) 646-3561/FAX (559) 646-6780

Clinica Sierra Vista – Garland
3727 N. First St., #106
Fresno, CA 93726
Phone (559) 457-6900/FAX (559) 457-6990

United Health Centers – Sanger
2502 Jensen Ave.
Sanger, CA 93657
Phone (559) 875-6000/FAX (559) 875-6016

Clinica Sierra Vista – North Fine
1945 N. Fine Ave., #100
Fresno, CA 93727
Phone (559) 457-5650/FAX (559) 457-5695

United Health Centers – Reedley
1560 E. Manning Ave.
Reedley, CA 93654
Phone (559) 638-2019/FAX (559) 638-2136

Clinica Sierra Vista – Orange & Butler
1350 S. Orange Ave.
Fresno, CA 93702
Phone (559) 457-5400/FAX (559) 457-5491

United Health Centers – Raisin City
6425 W. Bowles Ave.
Raisin City, CA 93652
Phone (559) 233-0111/FAX (559) 233-0112

Clinica Sierra Vista – Regional Medical
2505 E. Divisadero St.
Fresno, CA 93721
Phone (559) 457-5500/FAX (559) 457-5599

Clinica Sierra Vista – West Shaw
4739 W. Shaw Ave., #108
Fresno, CA 93722
Phone (559) 457-6800/FAX (559) 457-6890

Clinica Sierra Vista – West Fresno
302 Fresno St., Suite #101
Fresno, CA 93706
Phone (559) 457-5700/FAX (559) 457-5790

Clinica Sierra Vista – Gaston Middle School
1120 E. Church Ave.
Fresno, CA 93706
Phone (559) 457-6970/FAX (559) 457-6695

Valley Health Team – San Joaquin
San Joaquin, CA 93660
Phone (559) 693-2462/Phone (559) 693-2467
FAX (559) 693-2398

Valley Health Team – Clovis
180 W. Shaw Ave., Suite B
Clovis, CA 93612
Phone (559) 203-6600/FAX (559) 326-5273

Adventist Health – Lemoore East
810 East D St.
Lemoore, CA 93245
Phone (559) 924-7711/FAX (559) 924-1658

Adventist Health – Coalinga
155 S. Fifth St.
Coalinga, CA 93210
Phone (559) 935-4282/FAX (559) 935-4285

Adventist Health – Parlier/Newmark
155 S. Newmark Ave.
Parlier, CA 93648
Phone (559) 646-1200/FAX (559) 646-6622

United Health Centers – Lemoore
1270 N. Lemoore Ave.
Lemoore, CA 93645
Phone (559) 924-2015/FAX (559) 925-0568

Valley Health Team – Kerman
449 S. Madera Ave.
Kerman, CA 93630
Phone (559) 365-2970/FAX (559) 846-9353

Valley Health Team – Kerman
942 S. Madera Ave.
Kerman, CA 93630
Phone (559) 364-2980/FAX (559) 846-9157

Valley Health Team – Kerman Unified
School District
702 S. Eighth St.
Kerman, CA 93630
Phone (559) 364-2975/FAX (559) 846-5001

Valley Health Team – Sablan
927 O St.
Firebaugh, CA 93600
Phone (559) 659-3037/FAX (559) 659-3434

Adventist Health – Kerman Central
275 S. Madera#201
Kerman, CA 93630
Phone (559) 846-5240/FAX (559) 846-3787

Adventist Health – Fowler
119 Sixth St.
Fowler, CA 93625
Phone (559) 834-1614/FAX (559) 834-0015

Adventist Health – Orange Cove
1455 Park Ave.
Orange Cove, CA 93646
Phone (559) 626-0882/FAX (559) 626-7498

Adventist Health – Sanger
1939 S. Academy
Sanger, CA 93657
Phone (559) 887-6900/FAX (559) 875-6011

Adventist Health – Caruthers East
2357 W. Tahoe
Caruthers, CA 93609
Phone (559) 864-5200/FAX (559) 864-8403

Adventist Health – Caruthers
2440 W. Tahoe
Caruthers, CA 93609
Phone (559) 864-3212/FAX (559) 864-8510

Adventist Health – Reedley Cyprus
372 W. Cyprus
Reedley, CA 93654
Phone (559) 626-0882/FAX (559) 643-8057
Adventist Health – Huron
16916 Fifth St.
Huron, CA 93234
Phone (559) 945-9090/FAX (559) 945-9100

Adventist Health – Kingsburg
1251 Draper St.
Kingsburg, CA 93631
Phone (559) 897-6610/FAX (559) 897-6611
Adventist Health – Reedley
1311 11th St.
Reedley, CA 93654
Phone (559) 638-3227/FAX (559) 638-3799

Adventist Health – Riverdale
3567 Mt. Whitney Ave.
Riverdale, CA 93656
Phone (559) 867-7200/FAX (559) 867-0152

Adventist Health – Selma Central
2141 High St., #E
Selma, CA 93662
Phone (559) 891-2611/FAX (559) 891-2616

Adventist Health – Kerman
1000 S. Madera
Kerman, CA 93630
Phone (559) 846-9370/FAX (559) 846-9352

Adventist Health – Selma Campus
1041 Rose Ave.
Selma, CA 93662
Phone (559) 856-6090/FAX (559) 856-6092

Community Medical Centers – Emergency
Department
2823 Fresno St.
Phone (559) 459-3998/FAX (559) 459-7417

Family HealthCare Network – Specialty
Health Center
290 N. Wayte, 2nd Floor
Fresno, CA 93701
Phone (559) 793-3501 Ext. 1412
FAX (559) 459-5040

Community Medical Centers –Ambulatory
Care Center
290 N. Wayte
Fresno, CA 93701
Phone (559) 459-1877/FAX (559) 459-4877

Family HealthCare Network – Family
Medicine
290 N. Wayte, 2nd Floor
Fresno, CA 93701
Phone (559) 793-3501 Ext. 1420
FAX (559) 459-6109

Family HealthCare Network – Women’s
Health Center
290 N. Wayte, 1st Floor
Fresno, CA 93701
Phone (559) 793-3501 Ext. 1244
FAX (559) 459-4454

Family HealthCare Network – Internal
Medicine
290 N. Wayte, 2nd Floor
Fresno, CA 93701
Phone (559) 793-3501 Ext. 3797
FAX (559) 459-5097

EXHIBIT B

ADMINISTRATOR shall process claims under this Restated Agreement from the following medical providers:

Central California Ear Nose & Throat
1351 E. Spruce Ave.
Fresno, CA 93720
Phone (559) 432-3303/FAX (559) 432-1468

California Eye Institute
1360 E. Herndon
Fresno, CA 93720
Phone (559) 449-5000/FAX (559) 449-5044

Community Medical Centers
2823 Fresno Street
Fresno, CA 93721
Phone (559) 459-6000

Community Medical Centers – Specialty
Health Center
290 N. Wayte, 2nd Floor
Fresno, CA 93701
Phone (559) 459-7300/FAX (559) 459-5040

Central California Faculty Medical Group
2625 E. Divisadero
Fresno, CA 93721
Phone (559) 453-5200/FAX (559) 453-5233

Central California Faculty Medical Group
Diana Johnson, Accounts Receivable
Manager
2625 E. Divisadero
Fresno, CA 93721
Phone (559) 453-5200 Ext. 292
Email: diana.johnson@ccfmg.org

Pathology Associates
305 Park Creek Road
Clovis, CA 93611 and/or
PO Box 509015, Dept. WS206
San Diego, CA 92150

California Cancer Center
7257 N. Fresno Street
Fresno, CA 93720
Phone (559) 477-4050

Clovis Community Medical Center
2755 Herndon Ave.
Clovis, CA 93611
Phone (559) 324-4000

Family HealthCare Network
305 E. Center Ave.
Visalia, CA 93291
Phone (559) 791-7050

EXHIBIT C

See attached Specialty Care Referral Form for Non-Resident Specialty Care.

EXHIBIT C

SPECIALTY CARE REFERRAL FORM

Advantek Benefit Administrators
P.O. Box 1507, Fresno, CA 93716-1507
Attn: Jeanisha Dennie/FAX# (559) 228-4279

Please submit this form to:

1. Date of Request: ____/____/____	2. Date Client Last Seen by Requesting Physician: ____/____/____		
PATIENT INFORMATION			
3. Patient Name: Last First Middle	Date of Birth (Mo/Day/Yr): Age: Gender: M F		
4. Address: Street City State Zip Code	Phone Number: ()		
5. Does patient have Restricted Medi-Cal? Yes No MEDS Aid Code: _____ ➤ If "Yes", what is the patient's BIC/CIN Number? _____ ➤ If "No", is the patient's Medi-Cal application pending? Yes No Medi-Cal application date: _____			
REQUESTING CLINIC/HOSPITAL INFORMATION			
6. Requesting Physician (please print):	Tax ID #:	Clinic Name:	
7. Contact Person in Requesting Provider's Office:	Telephone #: ()	Fax #: ()	Name of PCP (if different than requesting physician):
8. Requesting Clinic/Hospital Address: Street City State Zip Code			
REFERRAL REQUESTED			
9. <input type="checkbox"/> Cardiology <input type="checkbox"/> Dermatology <input type="checkbox"/> Endocrinology <input type="checkbox"/> Gastroenterology <input type="checkbox"/> Inpatient Hospitalization <input type="checkbox"/> Laboratory Services <input type="checkbox"/> Neurology <input type="checkbox"/> Gynecology <input type="checkbox"/> Oncology <input type="checkbox"/> Ophthalmology <input type="checkbox"/> Oral/Maxillofacial <input type="checkbox"/> Orthopedics <input type="checkbox"/> Otolaryngology (ENT) <input type="checkbox"/> Outpatient Surgery <input type="checkbox"/> Pharmacy Services <input type="checkbox"/> Pulmonology <input type="checkbox"/> Urology <input type="checkbox"/> Radiology, including Computerized Tomography (CT) Scans and Magnetic Resonance Imaging (MRI) CPT Codes: _____ Other: _____			
CLINICAL INFORMATION			
10. Medical Diagnosis	ICD-10 Code	Date of Onset month/year	

EXHIBIT C

11. Referring Physician Comments:

Client clinical data attached: Lab Reports: ☐ X-ray: ☐ Narrative Reports: ☐ Medication Report: ☐

☐ Other:

APPLICANT'S LANGUAGE PREFERENCE

12. I prefer to speak in the language checked below: Prefiero hablar el idioma indicado a continuación:

English/Ingles ☐

Spanish/Español ☐

Other/Otro ☐ What language do you speak/Qué idioma habla: _____

Please tell us which language or format you would prefer for your written information:
Por favor, indique cual idioma o formato usted prefiere para su información escrita:

English/Ingles ☐

Spanish/Español ☐

Other/Otro ☐ What language do you read and write/En qué idioma usted lee y
escribe: _____

APPLICANT'S ATTESTATION

(Sign one of the attestations below dependent upon language preference)

13. I, _____, attest the following is true and correct under penalty and perjury under the laws of the State of California: (1) I am currently a resident of the County of Fresno; (2) I do not have a household income that exceeds 138% of the current Federal Poverty Level; (3) I have applied for full scope Medi-Cal benefits; and (4) I have exhausted all other health care options available to me, including but not limited to third party payors such as private insurance, the U.S. Department of Veterans Affairs, Worker's Compensation, Medicare, through my own or my spouse's place of employment, through my parent(s) or guardian(s), or motor vehicle or homeowner insurance coverage.

I acknowledge and understand that submission of this referral form is only to obtain necessary non-emergency specialty care services listed herein and is solely dependent upon available funding to reimburse qualified specialty care medical providers who may perform such services.

I understand and acknowledge that I do not have a legal right to receive non-emergency specialty care services and that such services are dependent upon my continued eligibility and the availability of such funding.

(Applicant's Attestation continues on Page 3)

EXHIBIT C

Further, I do waive, release and forever discharge any and all claims or actions, known or unknown, that I may have against the County of Fresno and Santé Health System, d.b.a. Advantek Benefit Administrators, pertaining to the processing of this referral form and receipt of non-emergency specialty medical services.

Applicant Signature: _____ Date: _____

OR

Yo, _____, doy fe de que lo siguiente es verdadero y correcto bajo pena de perjurio en virtud de las leyes del estado de California: (1) actualmente resido en el condado de Fresno; (2) no poseo ingresos familiares que superen el 138 % del nivel de pobreza federal; (3) he solicitado beneficios de Medi-Cal integrales; y (4) he agotado todas las demás opciones de atención médica que tenía disponibles, lo que incluye a mero título enunciativo pagos por parte de terceros, tales como seguro privado, el Departamento de Asuntos de los Veteranos de los EE. UU., indemnización por accidente laboral, Medicare, a través de mi propio lugar de trabajo o el de mi cónyuge, a través de mis padres o tutores, o cobertura de seguro del propietario de vivienda o vehículo motorizado.

Reconozco y entiendo que la presentación de este formulario de remisión tiene como único fin obtener los servicios de atención especializada necesarios y que no sean de emergencia enumerados en el presente y que esto depende únicamente de la disponibilidad de fondos para reembolsar a los proveedores médicos de atención especializada que pudieran prestar dichos servicios.

Reconozco y comprendo que no tengo derecho legal a recibir servicios de atención especializada y que no sean de emergencia, y que dichos servicios dependen de mi elegibilidad continua y de la disponibilidad de dichos fondos.

Asimismo, renuncio, libero y exonero para siempre cualesquiera reclamos o acciones, conocidos o desconocidos, que pudiera tener en contra del condado de Fresno y Santé Health System, que opera bajo el nombre de Advantek Benefit Administrators, en lo referido al procesamiento de este formulario de remisión y a la recepción de servicios médicos especializados que no sean de emergencia.

Firma del solicitante: _____ Fecha: _____

EXHIBIT C

PHYSICIAN'S ATTESTATION

(Sign one of the attestations below dependent upon patient care setting)

REQUESTING PRIMARY CARE PHYSICIAN'S ATTESTATION

14.

I, _____, attest it is true and correct under penalty and perjury under the laws of the State of California that I provided primary care services to the Applicant and that Applicant has a need for non-emergency specialty medical services necessary to avoid endangerment to life or health.

Physician Signature: _____ Date: _____

OR

REQUESTING EMERGENCY DEPARTMENT PHYSICIAN'S ATTESTATION

I, _____, attest it is true and correct under penalty and perjury under the laws of the State of California that I provided emergency department services to the Applicant and that Applicant has a need for non-emergency specialty medical services necessary to avoid endangerment to life or health.

Physician Signature: _____ Date: _____

EXHIBIT C

**INSTRUCTIONS FOR COMPLETING
THE SPECIALTY CARE REFERRAL FORM**

1. Date of Request: Enter the date the form is completed.
2. Date Client Last Seen by Requesting Physician: Enter the date the patient was last seen by the referring physician.

Patient Information

3. Patient Name: Enter the patient's last, first, and middle names, date of birth, age at the time of request and gender.
4. Address and Phone Number: Enter the patient's street address, city, state, and zip code. Do not enter a P.O. Box number unless that is the patient's street address. If the patient does not have an address because he/she is homeless, enter "none" or "homeless" in this area. If left blank, the form is considered incomplete and will be denied. Enter the patient's home or cell phone number, including the area code.
5. Does Patient have Restricted Medi-Cal: Circle "Yes" if the patient has Restricted Medi-Cal and enter the MEDS Aid Code and patient's Medi-Cal BIC/CIN number. Circle "No" if the patient does not have Restricted Medi-Cal. If "No" is circled, answer whether or not the patient's Medi-Cal application is pending by circling either "Yes" or "No" and enter the date the patient applied for Medi-Cal and leave the MEDS Aid Code blank.

Requesting Clinic/Hospital Information

6. Requesting Physician, Tax ID # and Clinic Name: Enter the full name of the requesting physician, which may be either the emergency care or primary care physician. Enter the Tax Identification number of the federally funded clinic or emergency hospital. Enter the name of the clinic or hospital.
7. Contact Person in Requesting Provider's Office, Telephone #, Fax #, and Name of PCP: Enter the name of the contact person in the clinic or hospital that can be contacted regarding the referral, his/her telephone and FAX number, and the name of the patient's primary care physician if the requesting physician is not the patient's primary care physician.
8. Requesting Clinic/Hospital Address: Enter the complete street address of the requesting clinic or hospital. Do not enter the clinic or hospital's corporate address unless this is also the address where the requesting physician provided medical care to the patient.

Referral Requested

9. Referral Requested: Check the box next to the type of referral requested and enter the CPT Code of the requested specialty service where indicated.

EXHIBIT C

Clinical Information

10. Medical Diagnosis, ICD-10 Code, and Date of Onset: The Medical Diagnosis, ICD-10 and Date of Onset must be filled in by the referring physician.
11. Referring Physician Comments and Client Clinical Data Attached: Referring physician comments and attaching any clinical data is optional for submittal of the Form to Advantek; however, if request is approved, the specialist may require specific patient clinical data at his/her discretion.

Applicant's Language Preference

12. Spoken Language and Written Language: Patient must mark his/her language that he/she speaks and reads and writes by checking the appropriate box. If "Other" is marked, enter the other language where indicated. If client does not speak (including sign language), read or write, enter "None" where appropriate.

Applicant's Attestation

13. Applicant's Attestation: The patient must fill in his/her full name, sign, and date the Applicant's Attestation in his/her appropriate language. If the applicant indicates he/she speaks, reads, and/or writes in a different language, the County may provide the applicant with an attestation translated to his/her language for signature as soon as possible.

Physician's Attestation

14. Requesting Primary Care Physician's Attestation or Requesting Emergency Department Physician's Attestation: Fill in the requesting physician's name and sign and date the appropriate attestation for either primary care or emergency department.

EXHIBIT D

The scope of services for Non-Resident Specialty Care consist of the following:

- A. Endocrinology
- B. Neurology
- C. Pulmonology
- D. Cardiology
- E. Orthopedics
- F. Gynecology
- G. Otolaryngology (ENT)
- H. Dermatology
- I. Oncology
- J. Gastroenterology
- K. Oral and Maxillofacial Surgery
- L. Ophthalmology
- M. Inpatient Hospitalization
- N. Outpatient Surgery
- O. Radiology, including Computerized Tomography (CT) Scans and Magnetic Resonance Imaging (MRI)
- P. Laboratory Services
- Q. Pharmacy Services
- R. Urology

Exhibit E

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).

Exhibit E (continued)

(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:	