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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated September 5, 2023 and is between Superior Court of California, County of Fresno, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. Specialty treatment courts are a cross-system collaboration of the Superior Court, Office of the Public Defender, Office of the District Attorney, Fresno County Sheriff’s Office, County Department of Public Health, County Department of Behavioral Health (DBH), County Probation Department, school district mental health practitioners and community mental health treatment providers. The teams work together to remove barriers to recovery and wellness, by utilizing a collaborative, coordinated approach to organize treatment, supportive services, case management, and supervision for participants.

B. Contractor has adult and juvenile Behavioral Health Courts (BHC) to provide treatment and rehabilitation to persons whose mental illness contributes to their non-violent criminal behavior.

C. The goal of the BHC is to reduce the length of confinement for adult offenders with a serious mental illness or juvenile offenders with a serious emotional disturbance, improve their mental health and well-being, and reintegrate them into their communities.

D. Contractor has Adult Criminal PC 1000, Proposition 36 and Post-Conviction Drug Courts (Drug Courts) to provide intensive supervision and substance use treatment, and community-based drug education and support along with frequent reviews with the Contractor.

E. More than seventy percent (70%) of drug court participants have co-occurring mental health issues and evidence-based practices indicate a model of care that integrates treatment and services that address both the substance use disorders and mental health issues.

F. Contractor has Mental Health Diversion Court (MHDC), to provide mental health treatment in lieu of incarceration to persons diagnosed with certain mental health disorders and accused of certain crimes.

1 G. Contractor has Unity Court (Unity) to provide support, resources and tools to youths
2 identified as exploited or at risk of exploitation by human trafficking.

3 H. Contractor has Veterans Treatment Court (VTC) to provide mentorship and treatment
4 services through the Veterans Affairs Office to veterans who suffer from sexual trauma,
5 traumatic brain injury, post-traumatic stress disorder, substance use or other mental health
6 condition stemming from military service.

7 I. Contractor has Misdemeanor Incompetent to Stand Trial (MIST) Court to provide
8 treatment to individuals found incompetent to stand trial on misdemeanor charges.

9 J. Contractor strives to create effective working relationships between the treatment and
10 criminal justice systems to increase access to treatment services, relieve jail over-crowding,
11 reduce recidivism and improve public safety.

12 K. Contractor is in need of mental health and substance use treatment and supportive
13 services, case management, care coordination, data gathering, and outcome evaluation for the
14 BHC, the Drug Courts, MHDC, Unity, VTC and MIST.

15 L. County through its Department of Behavioral Health (DBH) has funding through Mental
16 Health Services Act, Community Services and Supports to secure collaborative care
17 coordination to provide said services.

18 M. Contractor is able and willing to provide BHC, Drug Courts, MHDC, Unity, VTC and
19 MIST care coordinators, their daily direction, and a work space adjacent to their respective
20 courtrooms to maximize their productivity.

21 N. County through its DBH-Substance Use Disorder Services is able to provide Drug Court
22 services related to substance use disorders to Fresno County residents through the Fresno
23 Superior Court.

24 O. Funding is available to support Drug Court services through Behavioral Health
25 Realignment out of the Local Revenue Fund 2011.

26 P. Contractor agrees to provide the needed court services for Drug Court pursuant to the
27 terms and conditions of this Agreement.

28 The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all the services provided in Exhibit
4 A to this Agreement, titled "Court Coordinator Services - Scope of Services," and Exhibit B to
5 this Agreement, titled "Drug Court Services – Scope of Services."

6 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
7 able to perform all the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
9 applicable federal, state, and local laws and regulations in the performance of its obligations
10 under this Agreement, including but not limited to workers compensation, labor, and
11 confidentiality laws and regulations.

12 Contractor shall provide services in conformance with all applicable State and
13 Federal statutes, regulations and sub-regulatory guidance, as from time to time amended,
14 including but not limited to:

15 (A) California Code of Regulations, Title 9;

16 (B) California Code of Regulations, Title 22;

17 (C) California Welfare and Institutions Code, Division 5;

18 (D) United States Code of Federal Regulations, Title 42, including but not limited to
19 Parts 438 and 455;

20 (E) United States Code of Federal Regulations, Title 45;

21 (F) United States Code, Title 42 (The Public Health and Welfare), as applicable;

22 (G) Balanced Budget Act of 1997;

23 (H) Health Insurance Portability and Accountability Act (HIPAA);

24 In the event any law, regulation, or guidance referred to in this section 1.3 is
25 amended during the term of this Agreement, the parties agree to comply with the amended
26 authority as of the effective date of such amendment without amending this Agreement.

27 Contractor recognizes that County operates its mental health programs under an
28 agreement with DHCS, and that under said agreement the State imposes certain requirements

1 on County and its subcontractors. Contractor shall adhere to all State requirements, including
2 those identified in Exhibit D to this Agreement, titled “Behavioral Health Requirements.”.

3 1.4 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
4 with staff from County’s DBH to discuss program operations and observed or foreseeable
5 problems. Contractor shall, as it is able, also participate in other County meetings, such as but
6 not limited to quality improvement meetings, provider meetings, Behavioral Health Board
7 meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based
8 on the needs of the County.

9 1.5 **Guiding Principles.** Contractor shall, to the best of its ability, align programs,
10 services, and practices with the vision, mission, and guiding principles of the DBH, as further
11 described in Exhibit E to this Agreement, titled “Fresno County Department of Behavioral Health
12 Guiding Principles of Care Delivery.”

13 1.6 **Quality Improvement Activities and Participation.** Contractor shall work with
14 County and participate in quality improvement (QI) activities, including clinical and non-clinical
15 performance improvement projects (PIPs), as requested by the County in relation to State and
16 Federal requirements and responsibilities, to improve outcomes over time. QI activities may also
17 include quality assurance, collection and submission of performance measures specified by the
18 County. Contractor shall measure, monitor, and annually report to the County its performance.

19 **Article 2**

20 **Reporting**

21 1. **Reports.** Contractor shall submit the following reports:

22 (A) Outcome Reports: Contractor shall submit program performance outcome
23 reports to County’s DBH, as requested. Outcome reports and outcome requirements are
24 subject to change at County’s discretion. County will give Contractor notice of any such
25 changes at least 30 days prior to the effective date. Contractor shall provide outcomes
26 as stated in Exhibit A and Exhibit F – “Performance Outcomes Measures” to this
27 Agreement.
28

1 (B) Staffing Report: Contractor shall submit monthly staffing reports by the 15th of
2 each month that identify all direct service and support staff by first and last name,
3 applicable licensure/certifications, and full-time hours worked. This information will be
4 used to determine if Contractor's program is staffed according to the requirements of this
5 Agreement.

6 (C) Monthly Data Reports: Contractor shall submit to County's DBH, Monthly Data
7 Reports which include, but is not limited to, data points described in Exhibit G to this
8 Agreement, titled "Court Coordination Services Data Collection Tool."

9 (D) Additional Reports: Contractor shall also furnish to County such statements,
10 records, reports, data, and other information which Contractor has or may reasonably
11 obtain, as County's DBH may request pertaining to matters covered by this Agreement.
12 County shall provide to Contractor, in writing at least 30 days in advance, a description
13 of all information being requested. In the event that Contractor fails to provide the
14 information requested, it shall be deemed sufficient cause for County to withhold
15 payments until the information has been provided. In addition, Contractor shall provide
16 written notification and explanation to County within five (5) court days of any funds
17 received from another source to conduct the same services covered by this Agreement.

18 **2.2 Records.**

19 (A) Documentation: County shall provide a list of all the State of California data
20 requirements for service records and reporting by Contractor. Contractor shall maintain
21 statistical and fiscal information required by law.

22 (B) Fiscal Reports: Contractor shall submit to County's DBH Business Office
23 quarterly fiscal reports within twenty (20) court days after the end of each quarter.
24 Quarterly fiscal reports shall provide the number of hours billed during the prior three (3)
25 months. Contractor shall also furnish to County's DBH Business Office such statements,
26 records, data and information as County may request pertaining to matters covered by
27 this Agreement. All reports submitted by Contractor to County must be typewritten.
28

1 (C) Suspension of Compensation: Contractor's failure to provide records specified in
2 the Agreement shall be deemed sufficient cause for County to withhold payments until
3 there is compliance.

4 (D) Person Served Confidentiality: Contractor shall conform to, and County shall
5 monitor compliance with all State of California and Federal Statutes and regulations
6 regarding confidentiality, including but not limited to confidentiality of information
7 requirements at 42 Code of Federal Regulations § 2.1 et seq., California Welfare and
8 Institutions Code §§ 5328, 10850 and 14100.2, Health and Safety Code §§ 11977 and
9 11812 Civil Code, Division 1, Part 2.6, 22 California Code of Regulations § 51009.
10 Contractor shall ensure that its personnel understand the confidentiality of the
11 information shared by the participants in the courts described in Exhibit A and that its
12 personnel execute and comply with Exhibit H "Fresno County Confidentiality
13 Requirements Acknowledgement and Agreement", to this Agreement.

14 2.3 **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the
15 California Department of Health Care Services (DHCS), or their designees, the right to review
16 and monitor, during court business hours, those records, programs, or procedures provided for
17 by the terms of this Agreement, as well as the overall operation of Contractor's programs, in
18 order to ensure compliance with the terms and conditions of this Agreement.

19 **Article 3**

20 **County's Responsibilities**

21 3.1 The County shall provide oversight and collaborate with Contractor, other County
22 Departments and community agencies to help achieve program goals and
23 outcomes. "Oversight" includes, but is not limited to, coordination with Department of Health
24 Care Services (DHCS) in regard to program administration and outcomes. County shall work
25 with Contractor to evaluate the progress and efficiency of the program, including independent
26 evaluation of component parts when needed, and County will be available to Contractor for
27 ongoing consultation.
28

1 County shall receive and analyze statistical outcome data from Contractor
2 throughout the term of contract on a monthly basis. County shall notify the Contractor when
3 additional participation is required. The performance outcome measurement process will not be
4 limited to survey instruments but may also include, as appropriate, persons served and staff
5 surveys, chart reviews, and other methods of obtaining required information.

6 3.2 County's DBH shall keep Contractor informed of the provisions of any laws and
7 regulations related to the provision of services in the courts as described in Exhibit A, and the
8 adjudication of such persons to ensure that Contractor is in compliance with these
9 requirements.

10 Article 4

11 Compensation, Invoices, and Payments

12 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
13 the performance of its services under this Agreement as described in Exhibit C to this
14 Agreement, titled "Compensation."

15 4.2 **Court Coordinator Services Maximum Compensation.** The maximum
16 compensation payable to the Contractor under this Agreement for services as identified in
17 Exhibit A shall not exceed Seventy Thousand and No/100 Dollars (\$70,000.00) during each
18 twelve (12) month period of this Agreement, which is not a guaranteed sum but shall be paid
19 only for services rendered and received. In no event shall the total maximum compensation for
20 said services under this Agreement paid to Contractor for the period September 5, 2023, through
21 June 30, 2025, exceed One Hundred, Forty Thousand and No/100 Dollars (\$140,000.00).

22 If performance standards are met and this Agreement is extended for additional
23 twelve (12) month terms pursuant to Article Five (5), Term of Agreement, herein, then in no
24 event shall the maximum compensation amount for said services under this Agreement for the
25 subsequent twelve (12) month period exceed Seventy Thousand and No/100 Dollars
26 (\$70,000.00). In no event shall the total maximum compensation of this Agreement for said
27 services exceed Two Hundred, Ten Thousand and No/100 Dollars (\$210,000.00) during the
28 total term of this Agreement.

1 4.2 **Drug Court Services Maximum Compensation.** The maximum compensation
2 payable to the Contractor under this Agreement for services as described in Exhibit B, and
3 allowable expenses as described in Exhibit C, shall not exceed Eighty Thousand, Four Hundred
4 Forty-Five and No/100 Dollars (\$80,445.00) during each twelve (12) month period of this
5 Agreement. In no event shall the total maximum compensation for said services under this
6 Agreement paid to the Contractor for the period September 5, 2023, through June 30, 2025, exceed
7 One Hundred, Sixty Thousand, Eight Hundred, Ninety and No/100 Dollars (\$160,890.00).

8 If performance standards are met and this Agreement is extended for an additional
9 twelve (12) month term pursuant to Section Five (5), Term of Agreement, herein, then in no
10 event shall the maximum compensation amount for said services under this Agreement for the
11 subsequent twelve (12) month period exceed Eighty Thousand, Four Hundred Forty-Five and
12 No/100 Dollars (\$80,445.00). In no event shall the total maximum compensation of this
13 Agreement for said services exceed Two Hundred, Forty-One Thousand, Three Hundred,
14 Thirty-Five and No/100 Dollars (\$241,335.00) during the total term of this Agreement.

15 4.3 **Total Maximum Compensation.** In no event shall the maximum contract amount for
16 all the services provided by the Contractor to County under the terms and conditions of this
17 Agreement be in excess of Four Hundred, Fifty-One Thousand, Three Hundred, Thirty-Five and
18 No/100 Dollars (\$451,335.00) during the entire term of this Agreement.

19 The Contractor acknowledges that the County is a local government entity and does
20 so with notice that the County's powers are limited by the California Constitution and by State
21 law, and with notice that the Contractor may receive compensation under this Agreement only
22 for services performed according to the terms of this Agreement and while this Agreement is in
23 effect, and subject to the maximum amount payable under this section. The Contractor further
24 acknowledges that County employees have no authority to pay the Contractor except as
25 expressly provided in this Agreement.

26 4.4 **Invoices.**

27 (A) Court Coordinator Services: The Contractor shall submit monthly invoices for
28 services described in Exhibit A, in arrears by the fifteenth (15th) day of each month, as

1 set forth in this paragraph. The Contractor shall submit invoices electronically to: 1)
2 dbhinvoicereview@fresnocountyca.gov, 2) dbh-invoices@fresnocountyca.gov; and 3)
3 dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned
4 County's DBH Staff Analyst. At the discretion of County's DBH Director or designee, if
5 an invoice is incorrect or is otherwise not in proper form or substance, County's DBH
6 Director, or designee, shall have the right to withhold payment as to only the portion of
7 the invoice that is incorrect or improper after five (5) days prior notice to Contractor.
8 Contractor agrees to continue to provide services for a period of ninety (90) days after
9 notification of an incorrect or improper invoice. If after the ninety (90) day period, the
10 invoice is still not corrected to County satisfaction, County's DBH Director, or designee,
11 may elect to terminate this Agreement, pursuant to the termination provisions stated in
12 Article 7 of this Agreement.

13 (B) Drug Court Services: The Contractor shall submit quarterly invoices for services
14 described in Exhibit B and allowable expenses as described in Exhibit C to: 1)
15 DBHInvoices@fresnocountyca.gov, 2) DBHInvoiceReview@fresnocountyca.gov, and 3)
16 DBHContractedServicesDivision@fresnocountyca.gov with a copy to the assigned
17 County's DBH Staff Analyst. The Contractor shall submit each invoice within 30 days
18 after the month in which the Contractor performs services and in any case within 60
19 days after the end of the term or termination of this Agreement.

20 4.5 **Payment.** Payments shall be made by County to Contractor in arrears, for services
21 provided during the preceding month, within forty-five (45) days after the date of receipt,
22 verification, and approval by County. All final invoices and/or any final budget modification
23 requests shall be submitted by Contractor within sixty (60) days following the final month of
24 service for which payment is claimed. No action shall be taken by County on claims submitted
25 beyond the sixty (60) day closeout period. Any compensation which is not expended by
26 Contractor pursuant to the terms and conditions of this Agreement shall automatically revert to
27 County.
28

1 4.6 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
2 expenses that are not specified as payable by the County under this Agreement.

3 4.7 **Restrictions and Limitations.** This Agreement shall be subject to any restrictions,
4 limitations, and/or conditions imposed by County or state or federal funding sources that may in
5 any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also
6 contingent upon sufficient funds being made available by County, state, or federal funding
7 sources for the term of the Agreement. If the federal or state governments reduce financial
8 participation in the Medi-Cal program, County agrees to meet with Contractor to discuss
9 renegotiating the services required by this Agreement.

10 Funding is provided by fiscal year. Any unspent fiscal year appropriation does not roll
11 over and is not available for services provided in subsequent years.

12 In the event that funding for these services is delayed by the State Controller, County
13 may defer payments to Contractor. The amount of the deferred payment shall not exceed the
14 amount of funding delayed by the State Controller to the County. The period of time of the
15 deferral by County shall not exceed the period of time of the State Controller's delay of payment
16 to County plus forty-five (45) days.

17 4.8 **Contractor Prohibited from Redirection of Contracted Funds.** Contractor may
18 not redirect or transfer funds from one funded program to another funded program under which
19 Contractor provides services pursuant to this Agreement except through a duly executed
20 amendment to this Agreement.

21 **Article 5**

22 **Term of Agreement**

23 5.1 **Term.** This Agreement is effective upon execution and terminates on June 30, 2025
24 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
25 below.

26 5.2 **Extension.** The term of this Agreement may be extended for no more than a one-
27 year period only upon written approval of both parties at least 30 days before the first day of
28 the one-year extension period. The County's DBH Director or designee is authorized to sign the

1 written approval on behalf of the County based on the Contractor's satisfactory performance.
2 The extension of this Agreement by either party is not a waiver or compromise of any default or
3 breach of this Agreement by either party existing at the time of the extension whether or not
4 known to the County.

5 **Article 6**

6 **Notices**

7 6.1 **Contact Information.** The persons and their addresses having authority to give and
8 receive notices provided for or permitted under this Agreement include the following:

9 **For the County:**

10 Director, Department of Behavioral Health
11 County of Fresno
12 1925 E. Dakota Avenue
13 Fresno, CA 93726

14 **For the Contractor:**

15 Court Executive Officer
16 Superior Court of California
17 1100 Van Ness Ave
18 Fresno, CA 93721

19 6.2 **Change of Contact Information.** Either party may change the information in section
20 6.1 by giving notice as provided in section 6.3.

21 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
22 for or permitted under this Agreement must be in writing, state that it is a notice provided under
23 this Agreement, and be delivered either by personal service, by first-class United States mail, by
24 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
25 Document Format (PDF) document attached to an email.

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

27 (B) A notice delivered by first-class United States mail is effective five (5) calendar
28 days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective two (2)
calendar days after deposit with the overnight commercial courier service, delivery fees
prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

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

6 **6.4 Claims Presentation.** For all claims arising from or related to this Agreement,
7 nothing in this Agreement establishes, waives, or modifies any claims presentation
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
9 of Title 1 of the Government Code, beginning with section 810).

10 **6.5 Notification of Changes.** Contractor and County shall notify each other in writing of
11 any change in organizational name, Head of Service or principal business at least fifteen (15)
12 business days in advance of the change. Contractor shall notify County of a change of service
13 location at least six (6) months in advance to allow County sufficient time to comply with site
14 certification requirements. Said notice shall become part of this Agreement upon
15 acknowledgment in writing by the County, and no further amendment of the Agreement shall be
16 necessary provided that such change of address does not conflict with any other provisions of
17 this Agreement.

18 Contractor must notify County of a change in its ability to provide the quantity or
19 quality of the contracted services as soon as reasonably practical, but in no event more than
20 fifteen (15) days of the change. County must notify Contractor of a change in its ability to pay
21 Contractor for services as soon as reasonably practical, but in no event more than fifteen (15)
22 days of the change.

23 **Article 7**

24 **Termination and Suspension**

25 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
26 contingent on the approval of funds by the appropriating government agency. If sufficient funds
27 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
28 Contractor, may:

- 1 (A) Modify the services provided by the Contractor under this Agreement; or
2 (B) Terminate this Agreement.

3 **7.2 Termination for Breach.**

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

8 (B) If the breaching party fails to cure the breach within thirty (30) days as set forth
9 above the other party may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when either party has:

- 11 (1) Obtained or used funds illegally or improperly;
12 (2) Failed to comply with any part of this Agreement; or
13 (3) Improperly performed any of its obligations under this Agreement.

14 **7.3 Termination without Cause.** In circumstances other than those set forth above,
15 either party may terminate this Agreement by giving at least thirty (30) days advance written
16 notice to the other party.

17 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by either
18 party under this Article 7 is without penalty to or further obligation to the other party.

19 **7.5 Parties' Rights upon Termination.** Upon termination for breach under this Article 7,
20 the County may demand repayment by the Contractor of any monies disbursed to the
21 Contractor under this Agreement that, if agreed to by Contractor, were not expended in
22 compliance with this Agreement. The Contractor shall refund all such monies within a
23 reasonable amount of time. Upon termination or breach under this Article 7, Contractor may
24 demand payment for services rendered through and including the effective date of termination.
25 County must remit payment within a reasonable amount of time. This section survives the
26 termination of this Agreement.

27 This provision shall not limit or reduce any damages owed to either party due to a
28 breach of this Agreement by the other party.

1 **Article 8**

2 **Independent Contractor**

3 8.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 8.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 8.5 **Subcontracts.** Contractor shall obtain written approval from County's Department of
19 Behavioral Health Director, or designee before subcontracting any of the services delivered
20 under this Agreement. County's Department of Behavioral Health Director, or designee retains
21 the right to approve or reject any request for subcontracting services. Any transferee, assignee,
22 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable
23 State and Federal regulations. Contractor shall be held primarily responsible by County for the
24 performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to
25 in writing by County's Department of Behavioral Health Director, or designee. The use of
26 subcontractors by Contractor shall not entitle Contractor to any additional compensation that is
27 provided for under this Agreement.

1 Contractor shall remain legally responsible for the performance of all terms and
2 conditions of this Agreement, including, without limitation, all SMHS provided by third parties
3 under subcontracts, whether approved by the County or not.

4 **Article 9**

5 **Indemnity and Defense**

6 9.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
7 County (including its officers, agents, employees, and volunteers) against all claims, demands,
8 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
9 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
10 the performance or failure to perform by the Contractor (or any of its officers, agents,
11 subcontractors, or employees) under this Agreement. The County may conduct or participate in
12 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
13 defend the County.

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

21 9.2 **Survival.** This Article 9 survives the termination of this Agreement.

22 **Article 10**

23 **Insurance**

24 10.1 The Contractor shall comply with all the insurance requirements in Exhibit I
25 "Insurance Requirements" to this Agreement.
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1 **Article 11**

2 **Inspections, Audits, and Public Records**

3 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine during Contractor business hours any records and data the Contractor
5 deems appropriate and with respect to the matters covered by this Agreement, excluding
6 attorney-client privileged communications. The Contractor shall, upon request by the County,
7 permit the County to audit and inspect all of such records and data to ensure the Contractor's
8 compliance with the terms of this Agreement.

9 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, both parties are subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 11.3 **Cooperation with Audits.** Contractor shall cooperate with County in any review
15 and/or audit initiated by County, DHCS, or any other applicable regulatory body. This
16 cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

17 In addition, Contractor shall comply with all requests for relevant documentation or
18 files including, but not limited to, files for persons served and personnel files.

19 Contractor shall notify the County of any scheduled or unscheduled external
20 evaluation or site visits when it becomes aware of such visit. County shall reserve the right to
21 attend any or all parts of external review processes.

22 Contractor shall allow inspection, evaluation and audit of its records, documents and
23 facilities for ten (10) years from the term end date of this Agreement or in the event Contractor
24 has been notified that an audit or investigation of this Agreement has been commenced, until
25 such time as the matter under audit or investigation has been resolved, including the exhaustion
26 of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230I(3)(i-iii).

27 (A) **Public Records.** This Agreement, and any non-confidential or otherwise exempt
28 record or data that the Contractor provides to the County, is subject to public disclosure

1 under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1,
2 Chapter 9, beginning with section 54950).

3 (B) This Agreement, and any non-confidential or otherwise exempt record or data
4 that the Contractor may provide to the County, is subject to public disclosure as a public
5 record under the California Public Records Act (California Government Code, Title 1,
6 Division 10, beginning with section 7920.000) ("CPRA").

7 (C) This Agreement, and any non-confidential or otherwise exempt record or data
8 that the Contractor may provide to the County, is subject to public disclosure as
9 information concerning the conduct of the people's business of the State of California
10 under California Constitution, Article 1, section 3, subdivision (b).

11 **Article 12**

12 **Federal and State Laws**

13 12.1 All services performed by Contractor under this Agreement shall be in strict
14 conformance with all applicable Federal, State of California and/or local laws and regulations
15 relating to confidentiality. Contractor understands that a signed authorization from the person
16 served must be obtained before the County, or other Covered Entity as defined in 45 CFR
17 164.103, is authorized share the Protected Health Information (PHI) of the person served, and
18 PHI may only be shared as specifically permitted by the individual served in the signed
19 authorization.

20 The Contractor, including its subcontractors and employees, shall not disclose any
21 such identifying information to any person or entity, except as otherwise specifically permitted
22 by the person served. In using or disclosing PHI that is permitted by this Agreement or
23 authorized by law, the Contractor shall make reasonable efforts to limit PHI to the minimum
24 necessary to accomplish intended purpose of use, disclosure or request. The Contractor shall
25 implement strong access controls and other security safeguards and precautions in order to
26 restrict logical and physical access to confidential, personal or sensitive data to authorized users
27 only.

1 **Article 15**

2 **General Terms**

3 15.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. Both parties acknowledge that no County or Contractor employees have the
6 authority to modify this Agreement except as expressly provided in this Agreement.

7 (A) Notwithstanding the above, non-material changes to services, staffing, and
8 responsibilities of the Contractor may be made as needed, to accommodate changes in
9 applicable laws. Contractor will provide reasonable advanced notice of any such needed
10 change. Said changes may be made with the signed written approval of the County's
11 DBH Director, or designee, and Contractor through an amendment approved by
12 County's County Counsel and the County's Auditor-Controller/Treasurer-Tax Collector's
13 Office. In no event shall any changes result in any change to the maximum
14 compensation amount payable to Contractor, as stated herein.

15 (B) Changes to line items, as set forth in Exhibit C, that when added together during
16 the term of the agreement do not exceed ten percent (10%) of the total maximum
17 compensation payable to Contractor may be made with the written approval of
18 Contractor and County's DBH Director or designee. Said modifications shall not result in
19 any change to the maximum compensation amount payable to Contractor, as stated
20 herein.

21 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
22 under this Agreement without the prior written consent of the other party.

23 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
24 or related to this Agreement.

25 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
26 County, California. Parties consent to California jurisdiction for actions arising from or related to
27 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
28 and maintained in Fresno County.

1 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
3 ambiguous, that ambiguity shall be resolved by reconciling it, if possible, to give effect to the
4 parties' intent. Any ambiguity in this Agreement is not to be resolved by construing the terms of
5 this Agreement against either party.

6 15.6 **Days.** Unless otherwise specified, "days" means calendar days.

7 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
8 only and are not part of this Agreement.

9 15.8 **Severability.** If anything in this Agreement is found by a court of competent
10 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
11 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
12 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
13 intent.

14 15.9 **Nondiscrimination.** During the performance of this Agreement, the parties shall not
15 unlawfully discriminate against any employee or applicant for employment, or recipient of
16 services, because of race, religious creed, color, national origin, ancestry, physical disability,
17 mental disability, medical condition, genetic information, marital status, sex, gender, gender
18 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
19 all applicable State of California and federal statutes and regulation.

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

26 15.10 **No Waiver.** Payment, waiver, or discharge by either party of any liability or obligation
27 under this Agreement on any one or more occasions is not a waiver of performance of any
28 continuing or other obligation and does not prohibit enforcement of any obligation on any other

1 occasion.

2 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
3 between the Contractor and the County with respect to the subject matter of this Agreement,
4 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
5 publications, and understandings of any nature unless those things are expressly included in
6 this Agreement. If there is any inconsistency between the terms of this Agreement without its
7 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
8 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
9 exhibits.

10 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
11 create any rights or obligations for any person or entity except for the parties.

12 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

18 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
19 electronic signature as provided in this section.

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

25 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this Agreement
27 for all purposes, including but not limited to evidentiary proof in any administrative or
28

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transactions Act (Civil Code, Division
5 3, Part 2, Title 2.5, beginning with section 1633.1).

6 (D) Each party using a digital signature represents that it has undertaken and
7 satisfied the requirements of Government Code section 16.5, subdivision (a),
8 paragraphs (1) through (5), and agrees that each other party may rely upon that
9 representation.

10 (E) This Agreement is not conditioned upon the parties conducting the transactions
11 under it by electronic means and either party may sign this Agreement with an original
12 handwritten signature.

13 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

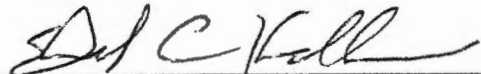
15 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Agreement on the date stated in the introductory clause.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF FRESNO

COUNTY OF FRESNO


David C. Kalemkarian, Presiding Judge
1100 Van Ness Ave
Fresno, CA 93721


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

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

By: 
Deputy

For accounting use only:
Org No.: 56304313 (MH), 56302091 (SUD)
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Court Coordinator Services

Scope of Services

Under the supervision of the Director of Court Operations, the Court Coordinator is utilized to provide a variety of services to the Contractor including administrative and program duties in the operation of Fresno County Specialty Courts, also known as Collaborative Treatment Courts. The Collaborative Treatment Courts include, but are not limited to, Adult Drug Court, Family Behavioral Health Court, Behavioral Health Court, Unity Court, Veterans Treatment Court, Mental Health Diversion Court, and MIST (Misdemeanor Incompetent to Stand Trial).

Court Coordinator services are as follows:

A. Serve as a liaison between the judge presiding over the Collaborative Treatment Court, various County Departments responsible for providing mental health, substance use treatment and related services, and community-based organizations and private providers who have agreed to provide services to each treatment court.

B. Provide care coordination and program development activities that increase access, build capacity, and remove barriers for those involved in the justice system in need of treatment and support services.

C. Plan, facilitate and participate in the Collaborative Treatment Court team meetings and Court case staffings.

D. Coordinate the intakes and various initial screens and assessments that provide the Collaborative Treatment Court team an accurate understanding of the participants' and families' needs.

E. Provide administrative assistance in the monitoring of the treatment plan regarding its effectiveness and compliance by treatment providers.

F. Identify and analyze resources and treatment providers in the community.

G. Encourage treatment providers to maintain updated Dashboard profiles.

Exhibit A

1 H. Identify gaps in services and assist in the development of resources in the
2 community to fill in said gaps through collaboration.

3 I. Collect, compile and report monthly data collection and reporting including, but
4 not limited to: total number of persons served, number of new referrals received, number of
5 participants currently active in program, total number of cases called, number of participants
6 appearing, number of participants failing to appear, number of participants graduated or
7 completed, number of terminated participants, total number of new applications, number of
8 accepted applications, number of declined/denied/ineligible applications, number of continued
9 applications, staffing dates and court dates.

10 J. Perform other activities associated with program planning and development, and
11 other duties as assigned.

12 The specific Collaborative Treatment Courts that will be served by the Court Coordinator
13 under this Agreement are described generally below. Changes may be made from time to time
14 based on operational need.

15 1. Behavioral Health Court (BHC)

- 16 o Department: 97B
- 17 o Court dates: Tuesdays on a biweekly basis
- 18 o Description: The Contractor has BHC to provide treatment and
19 rehabilitation to persons whose mental illness contributes to their non-violent criminal
20 behavior. The goal of the BHC is to reduce the length of confinement for adult offenders
21 with a serious mental illness, improve their mental health and well-being, and reintegrate
22 them into their communities.

23 2. Family Behavioral Health Court (FBHC)

- 24 o Department: 99B
- 25 o Court dates: Thursdays on a biweekly basis
- 26 o Description: The Contractor has FBHC to provide treatment and
27 rehabilitation to youths whose mental illness contributes to their non-violent criminal

Exhibit A

1 behavior. The goal of the FBHC is to reduce the length of confinement for juvenile
2 offenders with a serious emotional disturbance, improve their mental health and well-
3 being, and reintegrate them into their communities.

4 3. Drug Courts also known as Adult Drug Court (ADC)

5 o Department: 97B
6 o Court dates: every Monday, Tuesday, Wednesday
7 o Description: The Contractor has Adult Criminal PC 1000, Proposition 36
8 and Post-Conviction Drug Courts (Drug Courts or ADC) to provide intensive supervision,
9 substance use treatment, community-based drug education, support, and frequent
10 reviews with the courts. More than seventy percent (70%) of ADC participants have co-
11 occurring mental health issues and evidence-based practices indicate a model of care
12 that integrates treatment and services that address both the substance use disorders
13 and mental health issues.

14 4. Unity Court (Unity) also known as Human Trafficking Court

15 o Department: 99B
16 o Court dates: Thursdays on a biweekly basis
17 o Description: The Contractor has Unity to provide support, resources and
18 tools to youth who are identified as either at-risk or victims of human trafficking who find
19 themselves involved in either the juvenile dependency or juvenile delinquency systems.

20 5. Veterans Treatment Court (VTC)

21 o Department: 97B
22 o Court dates: Wednesdays on a biweekly basis
23 o Description: The Contractor has VTC to provide veteran mentorship,
24 treatment services through the Veterans Affairs Office, and supervision through the
25 Probation Department to veterans whose suffering from substance use, or other mental
26 health condition stemming from military service resulted in the commission of their
27 current offense.

Exhibit A

1 6. Mental Health Diversion Court (MHDC)

2 o Department: 97B

3 o Court dates: 1st, 2nd, and 3rd Friday of the month

4 o Description: The Contractor has MHDC to provide treatment if the person
5 suffers from a mental health disorder included in the current Diagnostic and Statistical
6 Manual of Mental Disorders, the symptoms of which can respond to treatment, if the
7 mental health disorder did not play a significant part in the commission of the charged
8 offense.

9 7. Misdemeanor Incompetent to Stand Trial (MIST)

10 o Department: 97B

11 o Court dates: Tuesdays on a biweekly basis

12 o Description: The Contractor has MIST to provide treatment for individuals
13 found incompetent to stand trial on misdemeanor charges.

14 o The Contractor recognizes that defendants in MIST Court are not
15 voluntary participants like they are in the other courts discussed in this Agreement. In
16 MIST Court, the County is permitted to share confidential mental health information only
17 if there is a signed authorization or court order authorizing the County to share
18 defendant's confidential mental health information.

19 Department, judge and schedule may change based on the Contractor's operational
20 needs.

Exhibit B

Drug Court Services

Scope of Services

Contractor shall provide facilitation of planning, implementation and execution of Drug Courts for adults, hereinafter "Drug Court services". As of January 2023, there are three levels of Drug Court: PC1000, Proposition 36, and STAR Post-Conviction Drug Court. They are collectively referred to as "Criminal Drug Court". The following are services provided by Contractor and the staff funded through this Agreement.

The average case volume for Criminal Drug Court is approximately 200 new cases per month. Defendants who wish to enter PC 1000 Drug Court do so before entering a plea, after their eligibility for diversion has been determined by their attorney, and suitability has been determined by the court. Substance Abuse Specialists screen each defendant to assess their level of addiction and recommend either education or treatment. Once defendants enter the drug court program, they are called clients or participants.

The PC1000 Drug Court participants attend court regularly, engage in substance abuse treatment and mental health therapy, attend self-help groups such as Narcotics Anonymous/Alcoholics Anonymous and participate in required drug testing. Probation does not supervise PC1000 participants as they are in a pre-plea diversion program for a misdemeanor charge. The frequency of treatment sessions, court appearances and length of the program may vary and is based on the individual participant's progress or relapse. Upon successful completion of assigned education or treatment program, the charges are dismissed and may be sealed.

If participants fail or are found to be unsuitable for PC1000 Drug Court, yet wish to receive treatment, they are eligible for Proposition 36 Drug Court. In Prop 36 Drug Court, defendants plead guilty to the charge and are sentenced. Participants are on formal probation supervision. Prop 36 Drug Court lasts at least one (1) year, but no more than two (2) years. The frequency of treatment sessions, intensity of supervision and court appearances is based on the individual participant's progress or relapse. Upon successful completion of Prop 36 court, the charges may be dismissed.

Exhibit B

1 If participants fail or are found to be unsuitable for Prop 36 Drug Court, they are eligible
2 to enter STAR court, also known as Post-Conviction Drug Court. Participants are on formal
3 probation and receive higher levels of supervision. STAR drug court lasts at least one (1) year
4 but no more than two (2) years. Participants remain on probation until they finish. If they are
5 unsuccessful or drop out, the charge is left on their record. Upon successful completion of
6 STAR court, the charges may be dismissed.

7 The following are representative duties of the Contractor Judicial Assistants in the
8 courtroom:

- 9 • Prepare the files for court.
- 10 • Prepare the calendar.
- 11 • Print and distribute copies of the calendar to the appropriate parties, including but
12 not limited to participating staff from Superior Court, Office of the Public Defender, Office of the
13 District Attorney, Fresno County Sheriff's Office, County Department of Public Health, County
14 Department of Behavioral Health (DBH), County Probation Department, school district mental
15 health practitioners and community mental health treatment providers.
- 16 • Calendar any Violation of Probation (VOP) hearings requested by probation.
- 17 • Coordinate and track distribution of participant incentives and bus tokens with
18 division manager and drug court team members.
- 19 • File all reports received from the various drug court team members prior to the
20 drug court hearings.
- 21 • Receive "Applause" lists and organize lists by participant status, i.e., in
22 compliance, out of compliance, and remands.
- 23 • Receive and file-stamp documents.
- 24 • Complete all worksheets for entry.
- 25 • Answer questions from the drug court team members, the treatment providers,
26 and Fresno County Jail (FCJ).
- 27 • Serve as liaison between courtroom and care coordination services.
- 28 • Complete minute orders/worksheets for data entry.

Exhibit B

- 1 • Process prison packets.
- 2 • Distribute minute orders to the probation officer, attorneys, and participants.
- 3 • Distribute minute orders to the FCJ.
- 4 • File cases.

5 The Contractor's Judicial Assistants provide services related to fund tracking and billing.

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Exhibit C

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit C.

(A) **Court Coordinator Services:** County shall reimburse Contractor the actual monthly amount Contractor pays to provide care coordinator services as described in Exhibit A up to an annual maximum amount of \$70,000. Reimbursement is available only for activities delivered as required under this Agreement.

BUDGET CATEGORIES Line Item Description	FY 23-24	FY 24-25	FY 25-26
PERSONNEL SALARIES			
Court Coordinator - 1.0 FTE	\$ 130,413	\$ 130,413	\$ 130,413
Court Coordinator - 0.5 FTE	\$ 77,936	\$ 77,936	\$ 77,936
Court Coordinator – 0.02 FTE	\$ 2,838	\$ 2,838	\$ 2,838
TOTAL PROGRAM EXPENSES	\$ 211,187	\$ 211,187	\$ 211,187
TOTAL AMOUNT TO BE REIMBURSED	\$ 70,000	\$ 70,000	\$ 70,000

(B) **Drug Court Services:** County agrees to pay Contractor and Contractor agrees to receive compensation for Drug Court services as described in Exhibit B up to an annual maximum amount of \$80,445. Reimbursement is available only for expenses incurred and activities delivered pursuant to budget details below:

BUDGET CATEGORIES Line Item Description	FY 23-24	FY 24-25	FY 25-26
PERSONNEL SALARIES			
Judicial Assistant II - 0.60 FTE	\$ 67,100	\$ 67,100	\$ 67,100
Judicial Assistant II - 0.50 FTE	\$ 58,252	\$ 58,252	\$ 58,252

Exhibit C

TOTAL PROGRAM EXPENSES	\$ 125,352	\$ 125,352	\$ 125,352
TOTAL AMOUNT TO BE REIMBURSED	\$ 80,445	\$ 80,445	\$ 80,445

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BEHAVIORAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

3. NON-DISCRIMINATION

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

- C. Suspension of Compensation
If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism
Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

4. **PATIENTS' RIGHTS**

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

STATE CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on this Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and

- CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)
3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
 4. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
 5. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.3.
 6. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
8. INSPECTION and Audit of Records and access to Facilities.

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of CONTRACTOR or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of CONTRACTOR, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of CONTRACTOR through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the CONTRACTOR and take action consistent with § 438.610(c).

The State must ensure that CONTRACTOR with which the State contracts under this part is not located outside of the United States and that no claims paid by a CONTRACTOR to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

DBH GOALS:

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

GUIDING PRINCIPLES OF CARE DELIVERY:

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the person's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members



Department of Behavioral Health Policy and Procedure Guide

PPG 1.2.7

Section: Mental Health

Effective Date: 05/30/2017

Revised Date: 05/30/2017

Policy Title: Performance Outcome Measures

Approved by: Dawan Utecht (Director of Behavioral Health), Francisco Escobedo (Sr. Staff Analyst - QA), Kannika Toonnachat (Division Manager - Technology and Quality Management)

POLICY:

It is the policy of Fresno County Department of Behavioral Health and the Fresno County Mental Health Plan (FCMHP) to ensure procedures for developing performance measures which accurately reflect vital areas of performance and provide for systematic, ongoing collection and analysis of valid and reliable data. Data collection is not intended to be an additional task for FCMHP programs/providers but rather embedded within the various non-treatment, treatment and clinical documentation.

PURPOSE:

To determine the effectiveness and efficiency of services provided by measuring performance outcomes/results achieved by the persons served during service delivery or following service completion, delivery of service, and of the individuals' satisfaction. This is a vital management tool used to clarify goals, document the efforts toward achieving those goals, and thus measure the benefit the service delivery to the persons served. Performance measurement selection is part of the planning and developing process design of the program. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals.

REFERENCE:

California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a)(1): State Oversight

DHCS Service, Administrative and Operational Requirements

Mental Health Services Act (MHSA), California Code of Regulations, Title 9, Section 3320, 3200.050, and 3200.120

Commission on Accreditation of Rehabilitation Facilities (CARF)

DEFINITIONS:

1. **Indicator:** Qualitative or quantitative measure(s) that tell if the outcomes have been accomplished. Indicators evaluate key performance in relation to objectives. It indicates what the program is accomplishing and if the anticipated results are being achieved.

MISSION STATEMENT

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

Template Review Date 3/28/16



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

2. **Intervention:** A systematic plan of action consciously adapted in an attempt to address and reduce the causes of failure or need to improve upon system.
3. **Fresno County Mental Health Plan (FCMHP):** Fresno County's contract with the State Department of Health and Human Services that allows for the provision of specialty mental health services. Services may be delivered by county-operated programs, contracted organizational, or group providers.
4. **Objective (Goal):** Intended results or the impact of learning, programs, or activities.
5. **Outcomes:** Specific results or changes achieved as a consequence of the program or intervention. Outcomes are connected to the objectives/goals identified by the program or intervention.

PROCEDURE:

- I. Each FCMHP program/provider shall engage in measurement of outcomes in order to generate reliable and valid data on the effectiveness and efficiency of programs or interventions. Programs/providers will establish/select objectives (goals), decide on a methodology and timeline for the collection of data, and use an appropriate data collection tool. This occurs during the program planning and development process. Outcomes should be in alignment with the program/provider goals.
- II. Outcomes should be measureable, obtainable, clear, accurately reflect the expected result, and include specific time frames. Once the measures have been selected, it is necessary to design a way to gather the information. For each service delivery performance indicator, FCMHP program/provider shall determine: to whom the indicator will be applied; who is responsible for collecting the data; the tool from which data will be collected; and a performance target based on an industry benchmark, or a benchmark set by the program/provider.
- III. Performance measures are subject to review and approval by FCMHP Administration.
- IV. Performance measurement is the ongoing monitoring and reporting of progress towards pre-established objectives/goals. Annually, each FCMHP program/provider must measure service delivery performance in each of the areas/domains listed below. Dependent on the program/provider service deliverables, exceptions must be approved by the FCMHP Administration.



Department of Behavioral Health Policy and Procedure Guide

Section: Mental Health

Effective Date: 05/30/2017

PPG 1.2.7

Policy Title: Performance Outcome Measures

- a. Effectiveness of services – How well programs performed and the results achieved. Effectiveness measures address the quality of care through measuring change over time. Examples include but are not limited to: reduction of hospitalization, reduction of symptoms, employment and housing status, and reduction of recidivism rate and incidence of relapse.
 - b. Efficiency of services – The relationship between the outcomes and the resources used. Examples include but are not limited to: service delivery cost per service unit, length of stay, and direct service hours of clinical and medical staff.
 - c. Services access – Changes or improvements in the program/provider's capacity and timeliness to provide services to those who request them. Examples include but are not limited to: wait/length of time from first request/referral to first service or subsequent appointment, convenience of service hours and locations, number of clients served by program capacity, and no-show and cancellation rates.
 - d. Satisfaction and feedback from persons served and stakeholders– Changes or increased positive/negative feedback regarding the experiences of the persons served and others (families, referral sources, payors/guarantors, etc.). Satisfaction measures are usually oriented toward clients, family members, personnel, the community, and funding sources. Examples include but are not limited to: did the organization/program focus on the recovery of the person served, were grievances or concerns addressed, overall feelings of satisfaction, and satisfaction with physical facilities, fees, access, service effectiveness, and efficiency.
- V. Each FCMHP program/provider shall use the following templates to document the defined goals, intervention(s), specific indicators, and outcomes.
1. FCMHP Outcome Report template (see Attachment A)
 2. FCMHP Outcome Analysis template (see Attachment C)

**FRESNO COUNTY
CONFIDENTIALITY REQUIREMENTS
ACKNOWLEDGEMENT AND AGREEMENT**

I. INTRODUCTION

All persons working with the Fresno County Superior Court (COURT) including any of the following: Behavioral Health Courts, Drug Courts, and Family Dependency Treatment Court will observe and receive private and confidential information regarding clients. This information can include, but is not necessarily limited to, medical, mental health, social, financial, and educational information.

All persons working with COURT are required, either by law or by the terms of their employment, to protect the confidentiality of client information. For purposes of this Agreement, a person is working with the COURT if he/she is an employee, a subcontractor, a volunteer, a student, is assigned to a COURT program through an educational program, or is appointed to a board or committee requiring contact with client information. Such persons will hereinafter be referred to in this Agreement as "COURT personnel".

All COURT personnel must read and sign this Acknowledgment and Agreement and agree to protect the confidentiality of COURT's client information.

II. LAWS PERTAINING TO CONFIDENTIALITY

COURT recognizes that each client has a right to privacy granted by Federal and State laws. That means each client has a right to have their private, confidential information protected from unauthorized disclosure. A violation of these laws can result in criminal prosecution, civil liability, and termination of employment.

III. COURT POLICY REGARDING CONFIDENTIALITY

As a matter of policy and in compliance with Federal and State laws, all COURT personnel must know the COURT policies and procedures regarding confidential information, including Protected Health Information as defined by HIPAA (all requirements under HIPAA are defined in the COUNTY Agreement with the COURT), that are necessary and appropriate to carry out his/her function for COURT. COURT personnel must also exercise extreme care in the use of confidential information obtained from clients, case records, fellow workers, records and employees of other agencies, and from any other source. COURT personnel are to refrain from seeking confidential information on clients if that information is not necessary to carry out his/her work. Commentary regarding clients as recorded in case records shall be limited to formal discussions that are pertinent to the provision of services to clients and/or to the formal training of workers. All COURT personnel shall make reasonable efforts to limit requests for and disclosures of protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Participation in "gossip sessions" at any time with anyone regarding clients and/or records is contrary to COURT policy and to the law. Handling case records or other documents which contain client information in such a way that the document is open to view by others is also contrary to COURT policy and the law. No unauthorized person is permitted to accompany any COURT personnel in interviews with clients, whether these interviews take place on our work site, in a client's home, or elsewhere.

IV. ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge that I have read, and/or have had read to me, the above information regarding confidentiality. I understand and accept my responsibilities under this agreement, and will use all information pertaining to COURT clients in a professional and confidential manner. I further understand that failure to protect client information from unauthorized disclosure constitutes a breach of ethics, a violation of COURT policy, and a violation of State and Federal Law. I further understand that violation of this policy can result in disciplinary action, up to and including termination of my contracted services.

Name (please print)

Signature

Title

Date

WITNESS:

Signature

Title

Date

Exhibit I

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) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (B) **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.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

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.
- (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

Exhibit I

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 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.

Exhibit J
Data Security

1. Definitions

Capitalized terms used in this Exhibit J have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means both party’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of both party’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit J.
- (C) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (D) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (E) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to either party by or upon the authorization of the other party, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (F) **“Privacy Practices Complaint”** means a complaint received by either party relating to any Authorized Person’s privacy practices or alleging a Security Breach. Such complaint shall have sufficient detail to enable either party to promptly investigate and take remedial action under this Exhibit J.
- (G) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by either party (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit J.

Exhibit J
Data Security

- (H) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (I) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) Parties acknowledge that, in the course of its engagement under this Agreement, any Authorized Persons may Use Personal Information only as permitted in this Agreement.
- (B) Parties acknowledge that Personal Information is deemed to be confidential information of, or owned by, the parties (or persons from whom the parties receive or have received Personal Information) and is not confidential information of, or owned or by, the other party, or any Authorized Persons. Parties further acknowledge that all right, title, and interest in or to the Personal Information remains in the providing party (or persons from whom the party receives or has received Personal Information) regardless of the providing parties, or any Authorized Person’s, Use of that Personal Information.
- (C) The parties agree and covenant in favor that parties shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible pursuant to the terms of this Exhibit J;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the party’s own purposes or for the benefit of anyone without the other party’s express prior written consent, which either party may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the providing party’s prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the parties believe it, or any Authorized Person, are required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, parties shall (i) immediately notify the other party of the specific demand for, and legal authority for the disclosure, including providing a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the parties, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the other party

Exhibit J Data Security

before such Personal Information is offered for such disclosure so that parties may have sufficient time to obtain a court order or take any other action they may deem necessary to protect the Personal Information from such disclosure, and the parties shall cooperate to minimize the scope of such disclosure of such Personal Information.

- (E) Parties shall remain liable for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if it were its own actions and omissions.

3. Information Security

(A) Parties covenant, represent and warrant that Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song- Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If either party Uses credit, debit or other payment cardholder information, the parties shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at their own sole cost and expense.

(B) Parties covenant, represent and warrant that, as of the effective date of this Agreement, they have not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the party's obligations under section 3(A) of this Exhibit J, the party's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

- (i) limiting Use of Personal Information strictly to the parties and Authorized Persons' technical and administrative personnel who are necessary for the parties, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
- (ii) ensuring that all connectivity to computing systems will only be through the party's security gateways and firewalls;
- (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit J Data Security

- employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the party's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled;
- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection;
 - (v) strictly segregating Personal Information from all other information of the parties, including any Authorized Person, or anyone with whom the parties or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the parties, the parties shall cause such Authorized Employees to abide strictly by the party's obligations under this Exhibit J. Parties shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) Parties shall, in a secure manner, backup daily, or more frequently if it is the party's practice to do so more frequently, Personal Information received, and parties shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided through the Internet.
- (F) Parties shall provide each other with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as their primary security contact and shall be available to assist twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the party's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- (G) Parties shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable,

Exhibit J
Data Security

erase, display any unauthorized message within, or otherwise impair the parties' computing systems, with or without the intent to cause harm.

4. Security Breach Procedures

(A) Immediately upon the awareness or reasonable belief of a Security Breach, the parties shall (i) notify each other, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address:
For the County: incidents@fresnocountyca.gov, phone number 559-600-5900
For the Court: courttechsupport@fresno.courts.ca.gov, phone number 559-457-2111
(which telephone number and email address may be updated by providing notice to the other party), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(B) Immediately following notification of a Security Breach, as provided pursuant to section 4(A) of this Exhibit J, the parties shall coordinate with each other to investigate the Security Breach. The parties agree to fully cooperate, including, without limitation:

- (i) assisting in conducting any investigation;
- (ii) providing each other with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Authorized Persons and any of the party's other employees knowledgeable of the matter; and
- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by either party.

To that end, the parties shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary, and shall provide a written report of the investigation and reporting required to each other within 30 days after the discovery of the Security Breach.

(C) Parties shall promptly notify each other of any knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon a party's receipt of that notification, shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit J, all at their own sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

Exhibit J Data Security

In the event a party discovers a Security Breach, the party shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the party's receipt of notification of such Privacy Practices Complaint, the party shall notify the other party whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction or determined not to require corrective action and the reason for that determination.

- (D) Parties shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at their own sole expense, in accordance with applicable privacy rights, laws, regulations and standards.
- (E) Parties agree to cooperate, at their sole expense, in any litigation or other action to protect the rights relating to Personal Information, including the rights of persons from whom they receive Personal Information.

5. Oversight of Security Compliance

- (A) Parties shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of their operations and the nature and scope of its activities.
- (B) Upon written request, to confirm compliance with this Exhibit J, as well as any applicable laws, regulations and industry standards, the parties may grant a third party permission to perform an assessment, audit, examination or review of all controls in the physical and technical environment in relation to all Personal Information that is Used pursuant to this Agreement. Parties shall fully cooperate with such assessment, audit or examination, as applicable, by providing each other or the third party on each other's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used for Personal Information pursuant to this Agreement. In addition, the parties shall provide each other with the results of any audit by or on behalf of the parties that assess the effectiveness of the information security program as relevant to the security and confidentiality of Personal Information Used by the parties or Authorized Persons during the course of this Agreement under this Exhibit J.
- (C) Parties shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit J that apply to the parties with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the party and such Authorized Persons or amending any written agreements to provide same.

Exhibit J Data Security

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, parties shall, and shall instruct all Authorized Persons to, promptly return all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the party at the time of such return, or upon the express prior written consent of a party, securely destroy all such Personal Information, and certify in writing to the requesting party that such Personal Information has been returned or disposed of securely, as applicable. If a party is authorized to dispose of any such Personal Information, as provided in this Exhibit J, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. Parties shall comply with all reasonable directions provided with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the parties shall notify each other accordingly, specifying the reason, and continue to extend the protections of this Exhibit J to all such Personal Information and copies of Personal Information. Parties shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The party's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the parties retain if return or disposal is not feasible and to all Personal Information that parties may later discover.

7. Equitable Relief. Parties acknowledge that any breach of its covenants or obligations set forth in this Exhibit J may cause each other irreparable harm for which monetary damages would not be adequate compensation and agree that, in the event of such breach or threatened breach, each party is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to each party at law or in equity or under this Agreement.

8. Survival. The respective rights and obligations of the parties as stated in this Exhibit J shall survive the termination of this Agreement.

9. No Third Party Beneficiary. Nothing expressed or implied in the provisions of in this Exhibit J is intended to confer, nor shall anything in this Exhibit J confer, upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

10. No Warranty. The parties do not make any warranty or representation whether any Personal Information in their (or any Authorized Person's) possession or control, or Use by them (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.