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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 20, 2023 and is between each Contractor listed in Exhibit A, “Driving Under the Influence (DUI) and Penal Code (PC) 1000 Vendor List,” (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County contracts with numerous community-based organizations for alcohol and drug treatment services. The DUI and PC-1000 programs provide an alternative legal action to incarceration and aims to reduce repeat offenses. The programs give persons served an opportunity to address problems related to alcohol and/or other drugs through the programs or referrals to other contracted Mental Health and/or Substance Use Disorder providers.

B. The DUI programs are recommended to the Department of Health Care Services (DHCS) with approval by the County and licensed by DHCS as set by requirement and guidelines in Health and Safety Code (HSC) section 11836(a) and the County Department of Behavioral Health (DBH) provides only administrative and monitoring duties. DHCS licenses the programs, establishes regulations, and approves fee schedules. The programs do not receive Federal, State or Local funding and are outside of the County bid processes.

C. The PC-1000 programs are approved by the County to provide Drug Diversion Programs as provided under California Penal Code (PC) Sections 1000 and 1211. DBH provides only administrative and monitoring duties. The programs do not receive Federal, State or Local funding and are outside of the County bid processes.

D. The County entered into Agreement Nos. 03-279 and 03-280 with A & J Social Services dba Special Services Community Center on June 17, 2003.

E. The County entered into Agreement No. 03-281 with Fresno County Hispanic Commission on Alcohol and Drug Abuse Services, Inc on June 17, 2003.

F. This Agreement shall replace, restate, and supersede Agreement Nos. 03-279, 03-280 and 03-281 in their entirety.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Work.** The Contractors shall perform all of the services provided in Exhibit
4 B to this Agreement, titled "Scope of Work."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
8 applicable federal, state, and local laws and regulations in the performance of its obligations
9 under this Agreement, including but not limited to workers compensation, labor, and
10 confidentiality laws and regulations.

11 1.4 **Guiding Principles.** Contractor shall align programs, services, and practices with
12 the vision, mission, and guiding principles of the DBH, as further described in Exhibit C to this
13 Agreement, titled "Fresno County Department of Behavioral Health Guiding Principles of Care
14 Delivery."

15 1.5 **Employee Assistance.** Employees involved in a crisis incident should be offered
16 appropriate Employee Assistance Program (EAP) or similar related wellness and recovery
17 assistance. In conjunction with the County DBH's Guiding Principles of Care Delivery and
18 wellness of the workforce, Contractor shall align their practices around this vision and ensure
19 needed debriefing services are offered to all employees involved in a crisis incident. Employees
20 shall be afforded all services to strengthen their recovery and wellness related to the crisis
21 incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce
22 wellness shall be submitted to the County's DBH.

23 1.6 **Timely Access.** It is the expectation of the County that Contractor provides timely
24 access to services that meet the State of California standards for care. Contractor shall begin
25 providing program services within twenty-one (21) days of the date it enrolls a participant as
26 specified in Title 9, California Code of Regulations (CCR), Section 9848(f) and Fresno County
27 PC-1000 Standards Section 1028(b)(2). Assessment of a DUI program participant's alcohol or
28 drug use shall be done within the first sixty (60) days of participation as specified in Title 9,

1 CCR, Section 9849. Assessment of a Drug Diversion program participant’s alcohol or drug use
2 shall be done during intake or within the first fifteen days of enrollment as specified in Fresno
3 County PC-1000 Standards Section 1027. County shall take corrective action if there is a failure
4 to comply by Contractor with timely access standards. Contractor shall also provide tracking
5 tools and measurements for effectiveness, efficiency, and persons served satisfaction as further
6 detailed in Exhibit B

7 1.7 **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings
8 consisting of staff from County’s DBH to discuss service requirements, data reporting, training,
9 policies and procedures, overall program operations and any problems or foreseeable problems
10 that may arise. Contractor shall also participate in other County meetings, such as but not
11 limited to quality improvement meetings, provider meetings, Behavioral Health Board meetings,
12 quarterly contractor meetings, etc. Schedule for these meetings may change based on the
13 needs of the County.

14 1.8 **Reports.** Contractor shall submit all information and data required by County and
15 State, in accordance with HSC Sections 11836 through 11838.11, Title 9, CCR and Fresno
16 County PC-1000 Standards necessary to conduct County and State monitoring and approval
17 activities. Reporting requirements include, but are not limited to the following:

18 (A) Logic Manager Incident Reporting – as needed, when incidents occur and as
19 instructed in Exhibit E, Protocol for Completion of Incident Report;

20 (B) Wait List – due by the 20th of each month;

21 (C) Grievance Log – due the 20th of each month;

22 (D) Cultural Competency Survey – Completed semi-annually in a format to be
23 determined by DBH;

24 (E) Americans with Disabilities (ADA) – Annually, upon request by County,
25 Contractor shall complete a system-wide accessibility survey in a format determined by
26 the County for each service location and modality and shall submit an ADA Accessibility
27 Certification and Self-Assessment, including an Implementation Plan, for each service
28 location;

1 (F) Culturally and Linguistically Appropriate Services (CLAS) - Annually, upon
2 request by the County, Contractor shall complete an agency CLAS survey in a format
3 determined by the County and shall submit a CLAS Self-Assessment, including an
4 Implementation Plan;

5 (G) Additional Reports - Contractor shall also furnish to County such statements,
6 records, reports, data, and other information as County may request pertaining to
7 matters covered by this Agreement. In the event that Contractor fails to provide such
8 reports or other information required hereunder, it shall be deemed sufficient cause for
9 County to withhold monthly payments until there is compliance. In addition, Contractor
10 shall provide written notification and explanation to County within five (5) days of any
11 funds received from another source to conduct the same services covered by this
12 Agreement.

13 1.9 **Confidentiality.** Contractor shall conform to and County shall monitor compliance
14 with all State of California and Federal statutes and regulations regarding confidentiality,
15 including but not limited to confidentiality of information requirements at Part 2, Title 42, Code of
16 Federal Regulations; California Welfare and Institutions Code, sections 14100.2, 11977, 11812,
17 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code
18 of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil
19 Code.

20 1.10 **Licensing-Certificates.** Throughout each term of this Agreement, Contractor and
21 Contractor's staff shall maintain all necessary licenses, permits, approvals, certificates, waivers,
22 and exemptions necessary for the provision of the services hereunder and required by the laws
23 and regulations of the United States of America, State of California, the County of Fresno, and
24 any other applicable governmental agencies. Contractor shall notify County immediately in
25 writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers
26 and exemptions irrespective of the pendency of any appeal related thereto. Contractor and
27 Contractor's staff shall comply with all applicable laws, rules or regulations, as may now exist or
28 be hereafter changed.

1 1.11 **Complaints.** Contractor shall log complaints and the disposition of all complaints
2 from a person served or a person served's family. Contractor shall provide a summary of the
3 complaint log entries concerning County-sponsored persons served to County at monthly
4 intervals by the fifteenth (15th) day of the following month, in a format that is mutually agreed
5 upon. Contractor shall post signs informing persons served of their right to file a complaint or
6 grievance. Contractor shall notify County of all incidents reportable to state licensing bodies that
7 affect County persons served withing twenty-four (24) hours of receipt of a complaint.

8 Within fifteen (15) days after each incident or complaint affecting County-sponsored
9 persons served, Contractor shall provide County with information relevant to the complaint,
10 investigative details of the complaint, the complaint and Contractor's disposition of, or corrective
11 action taken to resolve the complaint.

12 1.12 **Evaluation – Monitoring.** Contractor shall participate in a review of the program at
13 least yearly or more frequently, or as needed, at the discretion of County. The Contractor
14 agrees to supply all information requested by the County, DHCS, and/or the subcontractor of
15 County or DHCS during the program evaluation, monitoring and/or review.

16 County's DBH Director, or his or her designee, and DHCS or their designees shall
17 monitor and evaluate the performance of Contractor under this Agreement to determine to the
18 best possible degree the success or failure of the services provided under this Agreement. At
19 the discretion of the County, a subcontractor may be obtained by the County to independently
20 evaluate and monitor the performance of the Contractor. Contractor shall participate in the
21 evaluation of the program as needed at the discretion of the County.

22 Monitoring and evaluation activities will include, but are not limited to, program
23 documentation reviews such as clinical chart and group sign-in sheets, a review of personnel
24 files, a facility walkthrough and a contract compliance desk review. Monitoring may be
25 conducted in-person, virtually or a combination thereof.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide oversight and collaborate with Contractor, other County
4 Departments and community agencies to help achieve program goals and outcomes. In addition
5 to contractor monitoring of program, oversight includes, but not limited to, coordination with
6 Department of Health Care Services (DHCS) in regard to program administration and outcomes.

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

12 2.2 **DUI Programs.** With respect to the DUI Programs, the County shall monitor
13 programs as follows:

14 (A) County will perform program monitoring at a minimum twice per year and more
15 frequently as needed, that will focus on the Contractors compliance with Title 9, CCR
16 and Division 10.5 of the HSC which include but are not limited to the following:

- 17 (1) Staff Qualifications and Functions,
- 18 (2) Participant Enrollment,
- 19 (3) Assessment of Participants' Alcohol or Drug Problem,
- 20 (4) Educational Sessions,
- 21 (5) Group Counseling Sessions,
- 22 (6) Individual Counseling Sessions

23 (B) County will provide an annual written report of program findings and compliance
24 with applicable regulations as specified in HSC 11837.6.

25 (C) County will notify the Board of Supervisors and DHCS of any program that is not
26 in compliance with applicable regulations as specified in HSC 11837.7.

27 2.3 **PC-1000 Programs.** With respect to the Drug Diversion programs, PC-1000
28 standards the County shall monitor as follows:

1 (A) County will perform program monitoring at a minimum twice per year and more
2 frequently as needed, that will focus on the Contractors compliance with Fresno County
3 PC-1000 standards as specified by Penal Code 1211, which include but are not limited
4 to the following:

- 5 (1) Staffing Qualifications,
- 6 (2) Participant Case Record,
- 7 (3) Educational Sessions,
- 8 (4) Group Counseling Sessions

9 (B) County will notify the Board of Supervisors of any program that is not in
10 compliance with applicable regulations as specified in Fresno County PC-1000
11 Standards, Section 1003.

12 **Article 3**

13 **Compensation, Invoices, and Payments**

14 3.1 **Compensation.** County shall pay no monies whatsoever to Contractor for services
15 rendered under this agreement.

16 For DUI Program services, Contractor's sole compensation under this Agreement
17 shall be from participant fees it charges to individuals to participate in its program as specified in
18 HSC section 11837.3. Such fees shall be charged in accordance with the fee schedule
19 approved by the County's Alcohol Program Administrator, DBH, and approved by DHCS as
20 specified in Title 9, CCR, Section 9878, starting with Subsection (a) through (e). Contractor shall
21 make provisions for persons who cannot afford such fees to enable such persons to participate
22 in the program as specified in Title 9, CCR, Section 9878(f).

23 Contractor agrees that revenue generated from DUI Program participant fees shall
24 be used only for the purposes specified in HSC section 11837.4. Program profit or surplus shall
25 not exceed ten percent (10%) of gross revenues per year as specified in Title 9, CCR, Section
26 9878(o). However, any profit or surplus that exceeds the amount necessary to provide DUI
27 Program services under this Agreement may be utilized for any purposes allowable under any
28 other provisions of law.

1 For Drug Diversion Program services, Contractor's sole compensation under this
2 Agreement shall be from participant fees it charges to individuals in its program. Such fees shall
3 be charged in accordance with the fee schedule approved by the County's Alcohol Program
4 Administrator. Contractor shall make provisions for persons who cannot afford such fees to
5 enable such persons to participate in the program as specified in Fresno County PC-1000
6 Standards, Section 1043.

7 Contractor agrees that revenue generated from Drug Diversion participant fees shall
8 be used only for the purpose of providing services to persons convicted of minor drug offenses
9 as provided in the Fresno County PC 1000 Drug Diversion Standards and California PC section
10 1211(c)(3)(A). As specified in Fresno County PC-1000 Standards, Section 1042, program profit
11 or surplus shall not exceed ten percent (10%) of the gross revenues per year. However, any
12 profit or surplus that exceeds the amount necessary to provide Drug Diversion services under
13 this Agreement may be utilized for any purposes allowable under any other provisions of law.

14 Contractor agrees to reimburse County for direct and indirect costs incurred by
15 County in carrying out required administrative and monitoring duties. With respect to DUI
16 programs, HSC 11837.8 authorizes each county to retain a portion of the fees charged to
17 participants, not to exceed five percent (5%) per annum as specified in Title 9, CCR Section
18 9878(n). Contractor shall pay to County three percent (3%) of participant fees for the term of this
19 Agreement, including extensions. Contractor has estimated the total amount of fees anticipated
20 to be generated pursuant to this Agreement, as set forth in Exhibit E.

21 With respect to PC-1000 Drug Diversion programs, Contractor shall pay to County
22 three percent (3%) of participant fees for the term of this Agreement, including extensions.
23 Contractor has estimated the total amount of fees anticipated to be generated pursuant to this
24 Agreement, as set forth in Exhibit F.

25 The Contractor acknowledges that the County is a local government entity, and does
26 so with notice that the County's powers are limited by the California Constitution and by State
27 law, and with notice that the Contractor may receive compensation under this Agreement only
28 for services performed according to the terms of this Agreement and while this Agreement is in

1 **For the County:**

2 Director, Department of Behavioral Health
3 County of Fresno
4 1925 E. Dakota Ave
5 Fresno, CA 93726
6 Email: dbhcontractedservicesdivision@fresnocountyca.gov

7 **For the Contractor:**

8 See Contractor contacts in Exhibit A

9 **5.2 Change of Contact Information.** Either party may change the information in section
10 5.1 by giving notice as provided in section 5.3.

11 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided
12 for or permitted under this Agreement must be in writing, state that it is a notice provided under
13 this Agreement, and be delivered either by personal service, by first-class United States mail, by
14 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
15 Document Format (PDF) document attached to an email.

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

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

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

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

5.4 Claims Presentation. For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

5 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Contractor, may:

9 (A) Modify the services provided by the Contractor under this Agreement; or

10 (B) Terminate this Agreement.

11 **6.2 Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has
13 occurred, the County may give written notice of the breach to the Contractor. The written
14 notice may suspend performance under this Agreement, and must provide at least 30
15 days for the Contractor to cure the breach.

16 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
17 time stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the
19 County, the Contractor has:

20 (1) Obtained or used funds illegally or improperly;

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

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

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

24 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
25 County may terminate this Agreement by giving at least 30 days advance written notice to the
26 Contractor.

27 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 6 is without penalty to or further obligation of the County.

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit G to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
13 the County may examine at any time during business hours and as often as the County deems
14 necessary, all of the Contractor's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
16 request by the County, permit the County to audit and inspect all of such records and data to
17 ensure the Contractor's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three
21 years after final payment under this Agreement. This section survives the termination of this
22 Agreement.

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Contractor may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Contractor may provide to the County may include but is not limited to the following:
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1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

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

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

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

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
2 possession or control, together with a written statement that the Contractor, after conducting a
3 diligent search, has produced all requested records that are in the Contractor's possession or
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a
5 diligent search, does not possess or control any of the requested records. The Contractor shall
6 cooperate with the County with respect to any County demand for such records. If the
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the
9 exemption by citation to specific legal authority within the written statement that it provides to
10 the County under this section. The Contractor's assertion of any exemption from disclosure is
11 not binding on the County, but the County will give at least 10 days' advance written notice to
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
15 failure to produce any such records, or failure to cooperate with the County with respect to any
16 County demand for any such records.

17 **Article 11**

18 **Child Abuse Reporting**

19 11.1 Contractor shall utilize a procedure acceptable to the County to ensure that all of
20 Contractor's employees, volunteers, consultants, subcontractors or agents performing services
21 under this Agreement shall report all known or suspected child abuse or neglect to one or more
22 of the agencies set forth in Penal Code § 11165.9. This procedure shall include having all of
23 Contractor's employees, volunteers, consultants, subcontractors or agents performing services
24 under this Agreement sign a statement that he or she knows of and will comply with the
25 reporting requirements set forth in Penal Code § 11166. The statement to be utilized by
26 Contractor for reporting is set forth in Exhibit H, "Notice of Child Abuse Reporting," attached and
27 incorporated by this reference.
28

1 **Article 12**

2 **Non-Discrimination**

3 12.1 **Eligibility for Services.** Contractor shall prepare, prominently post in its facility, and
4 make available to the County's DBH Director or designee and to the public all eligibility
5 requirements to participate in the program. Contractor shall not unlawfully discriminate in the
6 provision of services because of race, color, creed, national origin, gender, age, or physical or
7 mental disability as provided by the State of California and Federal law in accordance with Title
8 VI of the Civil Rights Act of 1964 (42 USC section 2000(d)); Age Discrimination Act of 1975 (42
9 USC section 1681); Rehabilitation Act of 1973 (29 USC section 794); Education Amendments of
10 1972 (20 USC section 1681); Americans with Disabilities Act of 1990 (42 USC section 12132);
11 Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing
12 Act (California Government Code section 12900); and regulations promulgated thereunder (Title
13 2, CCR, section 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code
14 commencing with section 11135; and Title 9, Division 4, Chapter 6 of the California Code of
15 Regulations commencing with section 10800.

16 12.2 **Policies and Procedures.** Contractor is responsible to provide culturally competent
17 services. Contractor's policies, procedures and practices must be consistent with the principles
18 outlined and embedded in the organizational structure, as well as upheld in day-to-day
19 operations. Contractor's policies and procedures shall ensure compliance of any subcontracted
20 providers with these requirements.

21 12.3 **Equal Opportunity.** Contractor shall comply with California Government Code,
22 section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters
23 related to the development, implementation, and maintenance of a nondiscrimination program.
24 Contractor shall not discriminate against any employee or applicant for employment because of
25 race, religion, color, national origin, physical or mental disability, marital status, gender, or age.
26 Such practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading,
27 demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other
28 terms and conditions of employment. Contractor agrees to post in conspicuous places, notices

1 available to all employees and applicants for employment setting forth the provisions of the
2 Equal Opportunity Act (42 USC section 2000(e)) in conformance with Federal Executive Order
3 No. 11246. Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973 (29
4 USC section 794).

5 12.4 **Nepotism.** Except by consent of the DBH Director or her designee, no person shall
6 be employed by Contractor who is related by blood or marriage to or who is a member of the
7 Board of Directors or an officer of Contractor.

8 12.5 **New Facilities and Disability Access.** New facilities shall be wheelchair accessible
9 and provide access to the disabled, consistent with Title 9, California Code of Regulations,
10 section 10820. If a new facility will be utilized, a plan ensuring accessibility to the disabled must
11 be developed. County shall assess, monitor, and document Contractor's compliance with the
12 Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that
13 recipients/beneficiaries and intended recipients/beneficiaries of services are provided services
14 without regard to physical or mental disability and that Contractor has provided a facility
15 accessible to the physically disabled.

16 **Article 13**

17 **Cultural and Linguistic Competency**

18 13.1 **Equal Access.** Contractor shall not discriminate against persons served based on
19 sex, race, religion, color, national origin, ancestry, ethnic group identification, physical disability,
20 mental disability, medical condition, genetic information, sexual orientation, marital status, age,
21 gender, gender identity, gender expression, or military or veteran status. Contractor shall ensure
22 that a limited and/or no English person served is entitled to equal access and participation in
23 federally funded programs through the provision of comprehensive and quality bilingual services
24 pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part
25 80) and Executive Order 12250 of 1979.

26 13.2 **Policies and Procedures.** Contractor is responsible to provide culturally competent
27 services. Contractor's policies, procedures and practices must be consistent with the principles
28 outlined and embedded in the organizational structure, as well as upheld in day-to-day

1 operations. Contractor's policies and procedures shall ensure compliance of any subcontracted
2 providers with these requirements.

3 **13.3 Interpreter Services.** Contractor shall be responsible for ensuring access and
4 appropriate use of trained interpreters for all limited and/or non-English proficient persons
5 served, including but not limited to assessing the cultural and linguistic needs of the person
6 served, training of staff on the policies and procedures, and monitoring its language assistance
7 programs. Contractor shall provide and pay for interpreting and translation services to persons
8 participating in Contractor's services who have limited or no English language proficiency,
9 including services to person who are deaf or blind. Interpreter and translation services shall be
10 provided as necessary to allow such persons served meaningful access to the programs,
11 services and benefits provided by Contractor. Interpreter and translation services, including
12 translation of Contractor's "vital documents" (those documents that contain information that is
13 critical for accessing Contractor's services or are required by law) shall be provided to persons
14 served at no cost to the person.

15 **13.4 Interpreter Qualifications.** Contractor shall ensure that employees, agents,
16 subcontractors, and/or partners who interpret or translate for a person served or who directly
17 communicate with a person served in a language other than English (1) have completed annual
18 training provided by County at no cost to Contractor; (2) have demonstrated proficiency in the
19 person served's language; (3) can effectively communicate any specialized terms and concepts
20 specific to Contractor's services; and (4) adheres to generally accepted interpreter ethic
21 principles. As requested by County, Contractor shall identify all who interpret for or provide
22 direct communication to any program person served in a language other than English and
23 identify when the Contractor last monitored the interpreter for language competence.

24 **13.5 Prohibition on Use of Minors.** Contractor shall not use minors as interpreters.

25 **13.6 CLAS Standards.** In compliance with the State-mandated Culturally and
26 Linguistically Appropriate Services standards as published by the Office of Minority Health, new
27 Contractors must submit to County for approval, within 60 days from the date of Agreement
28 execution, Contractor's plan to address all fifteen national cultural competency standards as set

1 forth in the “National Standards on Culturally and Linguistically Appropriate Services” (CLAS),
2 Exhibit I to this Agreement. County’s annual on-site review of Contractor shall include collection
3 of documentation to ensure all national standards are implemented. As the national competency
4 standards are updated, Contractor’s plan must be updated accordingly.

5 **13.7 Self-Assessment and CLAS Plan.** Contractor shall participate in the County’s
6 efforts to promote the delivery of services in a culturally competent and equitable manner in
7 accordance with 42 CFR § 437.206(c)(2) to all person served, including those with limited
8 English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of
9 gender, sexual orientation or gender identity. Contractor shall complete and submit the county-
10 issued CLAS self-assessment annually. Contractor shall develop a cultural competency plan
11 and subsequent plan updates annually or as needed.

12 **13.8 Training Requirements.** Cultural competency training for Contractor staff should be
13 substantively integrated into health professional education and training at all levels, both
14 academically and functionally, including core curriculum, professional licensure, and continuing
15 professional development programs. Contractor shall document the completion of cultural
16 competency trainings per the minimum requirements in the Fresno County SUD Annual
17 Provider Training Plan.

18 **13.9 Continuing Cultural Competence.** Contractor shall create and sustain a forum that
19 includes staff at all agency levels to discuss cultural competence.

20 **Article 14**

21 **Disclosure of Self-Dealing Transactions**

22 **14.1 Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
23 or changes its status to operate as a corporation.

24 **14.2 Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
25 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
26 “Self-Dealing Transaction Disclosure Form” (Exhibit J to this Agreement) and submitting it to the
27 County before commencing the transaction or immediately after.

1 recommendation within 30 days, programs may submit the request directly to DHCS as
2 specified under HSC Section 11837.4(b)(2)(A)(D) and Title 9, CCR, Section 9878(c)(3).

3 **17.3 PC-1000 Drug Diversion Participant Fees.** As specified in Fresno County PC-1000
4 Standards, Section 1042, Drug Diversion programs shall only charge program fees which have
5 been approved by the DBH Director or designee. Request to change fee schedules must be
6 submitted to the DBH Director or designee for review and approval or denial. The DBH Director
7 or designee shall have 30 days from receipt of request to review the request and notify the
8 program of approval of request and date of approval, or of denial, date of denial and reasons for
9 denial, as specified in Fresno County PC-1000 Standards, Section 1042(E).

10 **17.4 Addition of Providers.** With respect to DUI Programs, the County reserves the right
11 at any time during the term of this Agreement to make recommendation by the Board of
12 Supervisors to DHCS for approval of the addition of new DUI Program Contractors, as specified
13 in HSC Section 11836, to the list contained in Exhibit A. Any such additions will not affect
14 compensation paid to the County by other Contractors, and therefore, such additions may be
15 made by County without notice to or approval of other Contractors under this Agreement.

16 With respect to Drug Diversion Programs, the County reserves the right at any time
17 during the Agreement to add new PC 1000 Drug Diversion Program Contractors approved by
18 the Board of Supervisors, as specified in PC Section 1211, to the list contained in Exhibit A. Any
19 such additions will not affect compensation paid to the County by other Contractors, and
20 therefore, such additions may be made by County without notice to or approval of other
21 Contractors under this Agreement.

22 **Article 18**

23 **General Terms**

24 **18.1 Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party.

26 **18.2 Governing Law.** The laws of the State of California govern all matters arising from
27 or related to this Agreement.

1 18.3 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 18.4 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 18.5 **Days.** Unless otherwise specified, "days" means calendar days.

10 18.6 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 18.7 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 18.8 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 18.9 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Contractor and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 18.10 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 **18.11 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 **18.12 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 **18.13 Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

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

22 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this Agreement
24 for all purposes, including but not limited to evidentiary proof in any administrative or
25 judicial proceeding, and (2) has the same force and effect as the valid original
26 handwritten signature of that person.

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

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

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

11 18.14 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

13 [SIGNATURE PAGE FOLLOWS]

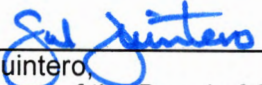
14 The parties are signing this Agreement on the date stated in the introductory clause.
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CONTRACTOR(S)

COUNTY OF FRESNO

SEE ATTACHED EXHIBIT A



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

**PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED**

For accounting use only:

Org No.: 56302080
Account No.: 4895/0
Fund No.:0001
Subclass No.: 10000

1 CONTRACTOR

2 **A & J Social Services L.L.C.**

3 *Joseph Montes Director*
4 Name, Title

5 855 West Ashlan Ave, Suite 101
6 Clovis, CA 93612

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1 CONTRACTOR

2 **Fresno County Hispanic Commission on Alcohol and Drug Abuse**

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4 Domingo Zapata, Executive Director
5 Name, Title



6 1803 Broadway Street
7 Fresno, CA 93721

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1 CONTRACTOR

2 **Kings View**

3 DocuSigned by:

Amanda Nugent Divine

CEO

4 Name, Title

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6 1396 W. Herndon Ave
7 Fresno, CA 93711

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Exhibit J

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

Exhibit J

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit G

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit G

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit G

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

Exhibit G

Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit A

DUI AND PC-1000 VENDOR LIST

Vendor	Contact	Phone Number	Type of Business
A & J Social Services L.L.C., dba Special Services Community Center 855 West Ashlan Ave, Suite 101 Clovis, CA 93612	Joe Montes, Executive Director	(559) 345-0129	Limited Liability Company
Fresno County Hispanic Commission on Alcohol and Drug Abuse Services, Inc. 1803 Broadway St. Fresno, CA 93721	Domingo Zapata, Executive Director	(559) 268-6480	501(c)3 Non-profit Corporation
Kings View 1396 W. Herndon Ave Fresno, CA 93711	Jennifer Montgomery, Executive Director	(559) 457-2302	501(c)3 Non-profit Corporation

Exhibit B

Scope of Work

SERVICE LOCATIONS:

A&J Social Services (DUI and PC-1000)

855 W. Ashlan Ave, Suite 101, Clovis, CA 93612

749 G Street, Reedley, CA 93654

661 S. Madera Ave, Kerman, CA 93650

3410 McCall Ave, Suite 109, Selma, CA 93640

Fresno County Hispanic Commission (DUI Only)

1803 Broadway St, Fresno, CA 93721

475 Sunset St, Coalinga, CA 93210

1660 O St, Firebaugh, CA 93622

1419 Jensen Ave, #106, Sanger, CA 93657

Kings View

1410 F St, Fresno, CA 93706 **(DUI and PC-1000)**

1521 Tollhouse Rd, Clovis, CA 93611 **(DUI Only)**

TARGET POPULATION:

DUI Programs: Persons convicted of reckless driving or a DUI

PC 1000 Programs: First time drug offenders

DUI SERVICES:

The objective of the DUI program is to reduce the number of repeat DUI offenses by persons who complete a state-licensed DUI program; and provide participants an opportunity to address problems related to the use of alcohol and/or other drugs. Programs consist of: Wet Reckless, First Offender (3/6/9 mos), 18-Month (second offenders), 30-month (three plus

Exhibit B

1 offenders). First offender participants are assigned based on blood alcohol content (BAC)
2 levels.

4 **PC-1000 DRUG DIVERSION SERVICES:**

5 Existing law specifies the court procedures for treatment of certain drug offenders to PC
6 1000 programs instead of prosecution.

8 **SERVICES TO BE PROVIDED:**

9 Contractor agrees to provide a first offender and a second offender DUI Program,
10 pursuant to the requirements and guidelines set forth in California Health and Safety Code
11 sections 11836 through 11839 and Vehicle Code sections 23536 through 23568. Contractor
12 shall comply at all times with all provisions of Title 9 of the California Code of Regulations.

13 Contractor agrees to provide a Wet Reckless Driving Program, pursuant to the
14 requirements and guidelines set forth in Health and Safety Code sections 11836 through 11839
15 and Vehicle Code section 23103.5.

16 Contractor agrees to provide a PC 1000 Drug Diversion Program as provided by
17 California PC sections 1000 and 1211. Contractor shall maintain compliance with all provisions
18 of the Fresno County PC 1000 Drug Diversion Standards, and the Federal Code of Regulations
19 Title 42, Chapter 1, Subchapter A, Part 2, regarding confidentiality of records. Additionally,
20 Contractor shall maintain compliance with all applicable provisions of the California Health and
21 Safety Code related to drug treatment programs, Americans with Disabilities Act, the 504
22 Rehabilitation Act, and with any other Federal, State or local regulations, laws, ordinances or
23 guidelines applicable to the program's performance.

25 **VIRTUAL SERVICES:**

26 **DUI PROGRAMS:**

27 Contractor shall have procedures to document and verify attendance in virtual services,
28 and policies to ensure that participants attend and complete all required sessions. Sessions

Exhibit B

1 shall adhere to Title 9, CCR, Section 9851 to ensure that participants complete required
2 sessions in the number of hours required. Educational and Group session will adhere to Title 9
3 requirements regarding the maximum number of participants for each session.

4 Contractor shall ensure that in order to complete the required sessions, policies will be
5 included in the participant contract. Policies should include, but not limited to, the following:

- 6 1) Log in to scheduled session on time
- 7 2) Not engaging in activities that would distract from the sessions (walking, talking on the
8 phone, eating, etc.)
- 9 3) Being alone in a room to maintain privacy and confidentiality of all participants
- 10 4) Camera remains on for the entire duration of scheduled session

11 Contractor shall only enroll participants in their programs pursuant to HSC Sections 11837.2
12 and 11838. Participants can only enroll in a DUI Program that resides in the county where the
13 participant is convicted, where the participants resides or a county that has an agreement with
14 participant's county of residence.

15 16 PC-1000 PROGRAMS:

17 Contractor shall have procedures to document and verify attendance in virtual services,
18 and policies to ensure that participants attend and complete all required sessions. Sessions
19 shall adhere to Fresno County PC-1000 Standards Section 1030 to ensure that participants
20 complete required sessions in the number of hours required.

21 Contractor shall ensure that in order to complete the required sessions, policies will be included
22 in the participant contract. Policies should include, but not limited to, the following:

- 23 1) Log in to scheduled session on time
- 24 2) Not engaging in activities that would distract from the sessions (walking, talking
25 on the phone, eating, etc.)
- 26 3) Being alone in a room to maintain privacy and confidentiality of all participants
- 27 4) Camera remains on for the entire duration of scheduled session

Exhibit B

1 As specified in Penal Code 1000(c) a defendant may request to be referred to a program in any
2 county. Therefore, Contractor can enroll a participant that have been referred to their program
3 by the court regardless of which county the participant resides in or the county where the
4 participant was convicted.

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Exhibit C

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

Exhibit C

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

Exhibit C

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

Exhibit C

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

Exhibit D

INCIDENT REPORTING

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the Contractor can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the Contractor can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the Contractor's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.
- Employees involved in a crisis incident should be offered appropriate Employee Assistance Program (EAP) or similar related wellness and recovery assistance. In conjunction with the DBH's Guiding Principles of Care Delivery and wellness of the workforce, Contractor shall align their practices around this vision and ensure needed debriefing services are offered to all employees involved in a crisis incident. Employees shall be afforded all services to strengthen their recovery and wellness related to the crisis incident. Appropriate follow-up with the employee shall be carried out and a plan for workforce wellness shall be submitted to DBH.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the Contractor should be emailed to DBHIncidentReporting@fresnocountyca.gov and the assigned contract analyst.

Exhibit D



Mental Health Plan (MHP) and Substance Use Disorder (SUD) services Incident Reporting System

INCIDENT REVIEWER ROLE – User Guide

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of persons served, employees, or community members.

Yes! Incident reports will now be made through an on online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify DBHIncidentReporting@fresnocountyca.gov if there is additional information to be report after initial submission
- Contact DBHIncidentReporting@fresnocountyca.gov if there are any concerns, questions or comments with Logic Manager or incident reporting.

Below is the link to report incidents

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take employees to the reporting screen to begin incident submission:

Exhibit D

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

LogicManager

Incident Report

Please complete this form

Client Information

Name of Facility*

Select option

Name of Reporting Party*

Enter text

Facility Address*

Enter text

Facility Phone Number*

Enter text

Mental Health or Substance Use Disorder Program?*

Select option

Client First Name*

Enter text

Client Last Name*

Enter text

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=98&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender*

Select option

County of Origin*

Select option

Summary

Subject ⓘ

Enter text

Incident (check all that apply)*

Select option(s)

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident*

Enter text

Similar to the paper version, multiple incident categories can be selected

Exhibit D

Enter text

Incident (check all that apply)*

Medical Emergency ✕ | Death of Client ✕ |

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

mm/dd/yyyy

← → ↻ 🏠 fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e

Date of Incident*

mm/dd/yyyy

Time of Incident*

Enter text

Location of Incident*

Enter text


Key People Directly Involved in Incident (witnesses, staff)*

Enter text

Did the Injured Party seek Medical Attention?

Select option

Attach any additional details

 [Add File](#) or Drop File Here

Reported By Name*

Enter text

Reported By Email*

Enter text

Reported On

10/30/2019

Exhibit D

As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.

Reported By Name*

Enter text

Reported By Email*

Enter text

Reported On

10/30/2019

Follow Up

Action Taken (check all that apply)*

Select option(s)

Please specify if other

Enter text

Description of Action Taken*

Enter text

Outcome*

Enter text

SUBMIT

Similar to the paper version, multiple Action Taken categories can be selected.

Follow Up

Action Taken (check all that apply)*

Law Enforcement Contacted × Called 911/EMS ×

Consulted with Physician

First Aid/CPR Administered

Client removed from building

Parent/Legal Guardian Contacted

Other

When done entering all the information, simply click submit.

Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

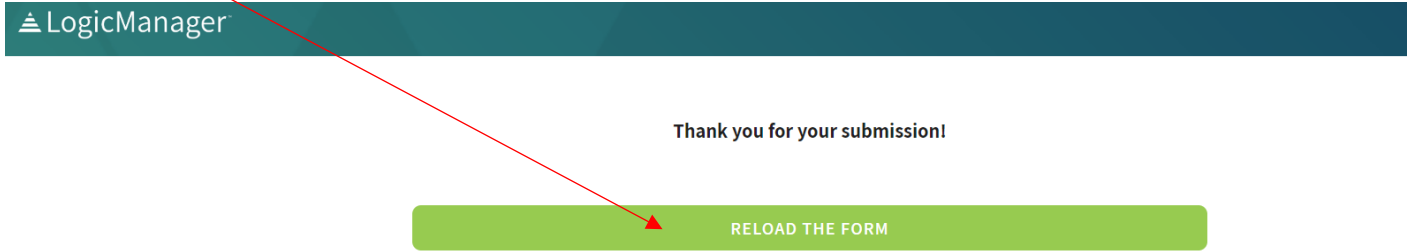
Outcome*

Enter text

SUBMIT

Exhibit D

A “Thank you for your submission” statement will pop up if an incident is successfully submitted. Click “Reload the Form” to submit another incident.



A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.

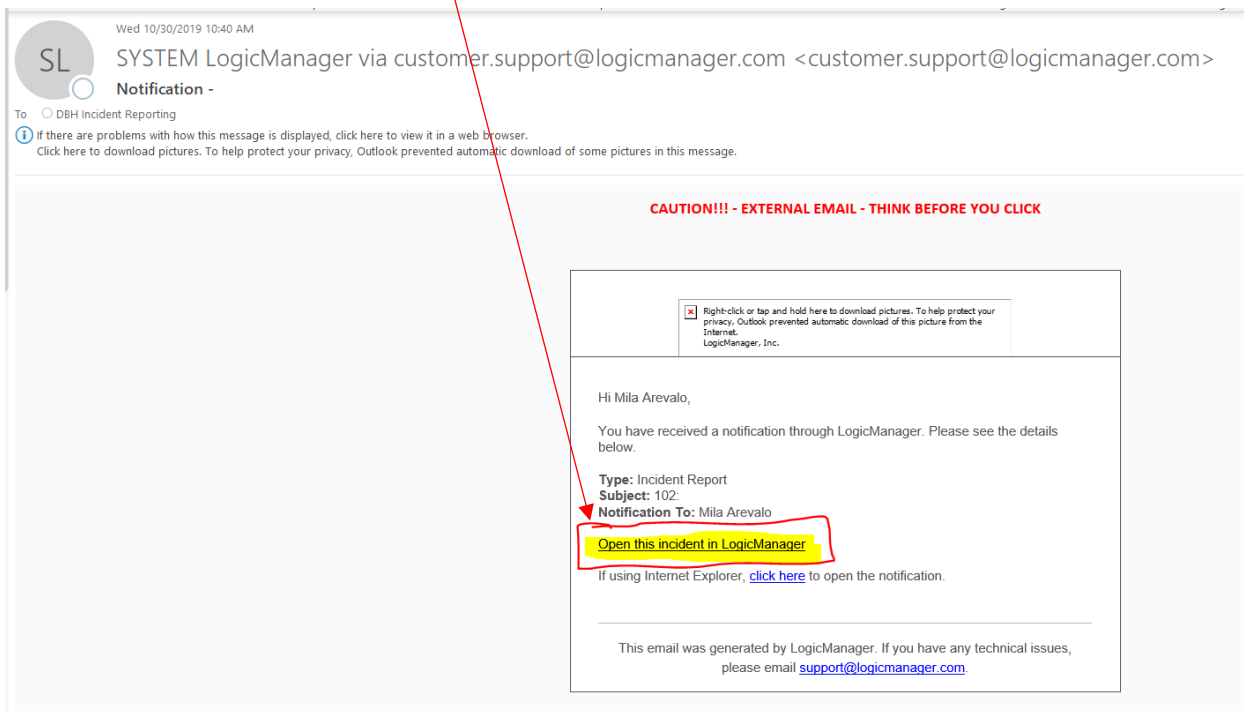
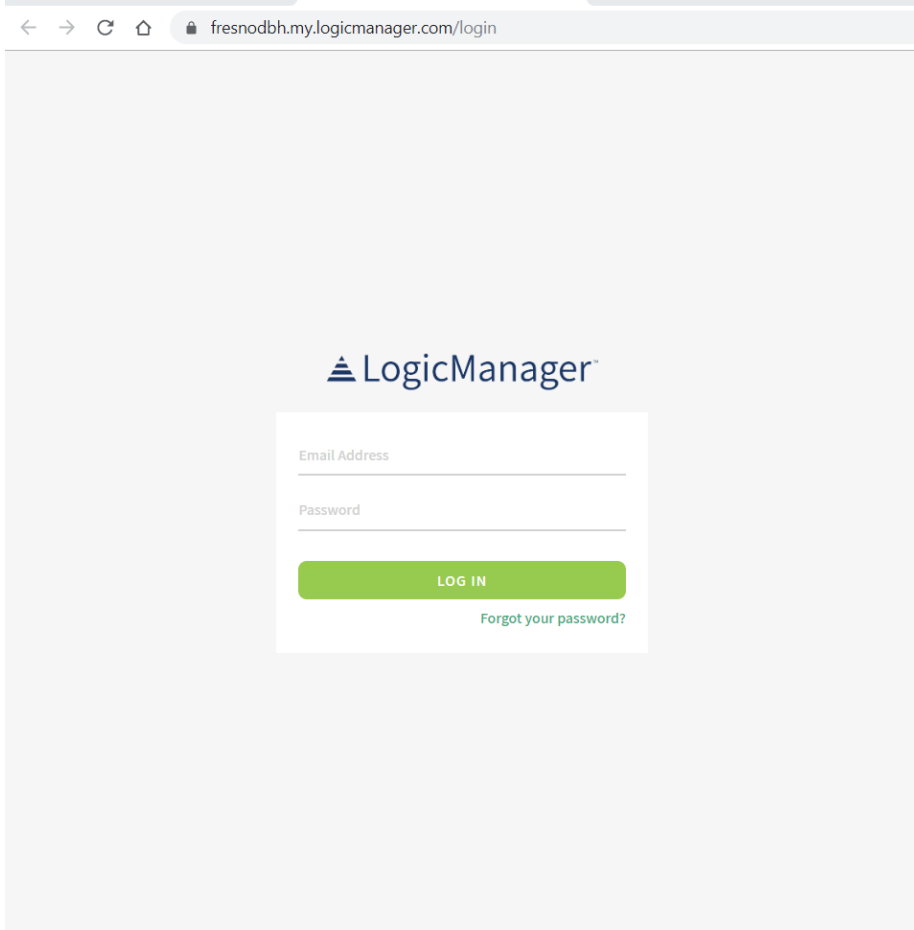


Exhibit D

Enter in email address and password. First time users will be prompted to set up a password.



LogicManager

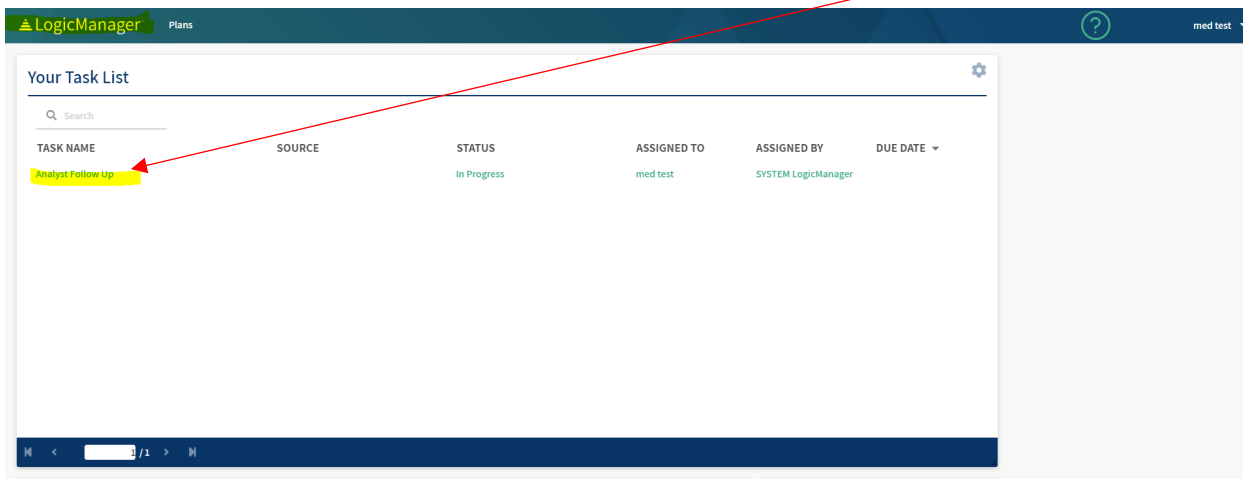
Email Address

Password

LOG IN

[Forgot your password?](#)

Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



LogicManager Plans med test

Your Task List

Search

TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Analyst Follow Up		In Progress	med test	SYSTEM LogicManager	

1 / 1

Exhibit D

This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.

Analyst Follow Up

Task Details **Client Information** Summary Follow Up Documents

Name of Facility* AA TEST FACILITY AA

Name of Reporting Party*

Facility Address*

Facility Phone Number*

Mental Health or Substance Use Disorder Program?*

Mental Health

Client First Name*

Client Last Name*

Client Middle Initial

Task ID: 313 Source: 103: null

Navigation: << < 2 > >>

Buttons: CANCEL SAVE SUBMIT

The next tab is **Summary**: No edits can be made to this section.

Analyst Follow Up

Task Details Client Information **Summary** Follow Up Documents

Subject

Incident (check all that apply)*

Death of Client

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Description of the incident*

Date of Incident*

10/30/2019

Time of Incident*

Location of Incident*

Task ID: 313 Source: 103: null

Navigation: << < 3 > >>

Buttons: CANCEL SAVE SUBMIT

Exhibit D

The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then **Cancel** to Exit out of the incident.

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email

DBHIncidentReporting@fresnocountyca.gov

Exhibit D

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.

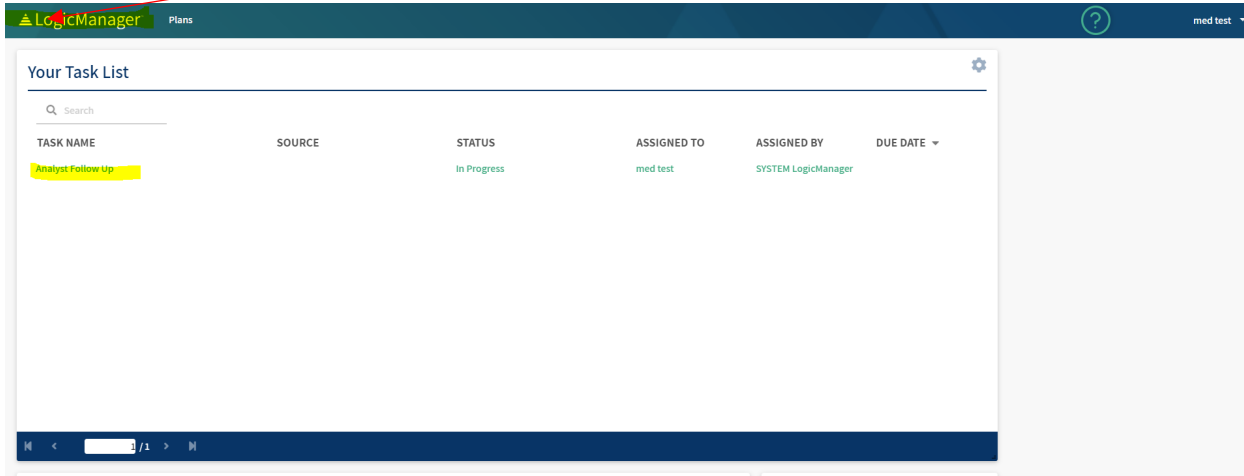


Exhibit E

Special Services Community Center Estimated FY 23-24 Budget

Ordinary Income/Expense

Income

Counseling - Client Fees

Clovis Office Fees	1,036,500.00
Kerman Office Fees	85,500.00
Reedley Office Fees	337,500.00
Selma Office Fees	195,000.00

Total Counseling - Client Fees	1,654,500.00
---------------------------------------	--------------

Refund - Client

Refund Client - Clovis	7,000.00
Refund Client - Kerman	200.00
Refund Client - Reedley	3,000.00
Refund Client - Selma	350.00

Total Refund - Client	10,550.00
------------------------------	-----------

Total Income	1,665,050.00
---------------------	--------------

Gross Profit	1,665,050.00
---------------------	--------------

Expense

BUILDING RENT/EXPENSES

Building Repairs & Maintenance	7,000.00
--------------------------------	----------

Leases

Building

Clovis 855

855-Leasehold Imprv/Constrctn	36,000.00
-------------------------------	-----------

Clovis 855 - Other	66,469.08
--------------------	-----------

Total Clovis 855	102,469.08
-------------------------	------------

Clovis 825	25,119.36
------------	-----------

Kerman	21,661.08
--------	-----------

Reedley	22,834.68
---------	-----------

Selma	21,860.88
-------	-----------

Total Building	193,945.08
-----------------------	------------

Total Leases	193,945.08
---------------------	------------

Property Management	17,617.27
---------------------	-----------

Total BUILDING RENT/EXPENSES	211,562.35
-------------------------------------	------------

COUNTY & STATE FEES

Dept. of Health Care Svcs Fees	36,631.10
--------------------------------	-----------

Fresno County Admin. Fees	49,951.50
---------------------------	-----------

Total COUNTY & STATE FEES	86,582.60
--------------------------------------	-----------

EMPLOYEE EXPENSES

Salary/Wages	780,000.00
--------------	------------

Payroll Taxes

Federal Payroll Taxes	62,690.00
-----------------------	-----------

State Payroll Taxes	6,780.15
---------------------	----------

Total Payroll Taxes	69,470.15
----------------------------	-----------

Health Insurance	60,000.00
------------------	-----------

Staff Training & Benefits	1,000.00
---------------------------	----------

Exhibit E

Special Services Community Center Est FY 23-24 Budget

Total EMPLOYEE EXPENSES	910,470.15
EQUIPMENT RENT/REPAIRS	
Small Tools	500.00
Equipment Leases	1,412.28
Equipment Repairs & Maintenance	1,150.00
Total EQUIPMENT RENT/REPAIRS	<u>3,062.28</u>
OPERATIONAL EXPENSES	
Bank Service Charges	
Bank Account Fees	17,000.00
Returned Check Fees	36.00
Total Bank Service Charges	<u>17,036.00</u>
Depreciation Expense	
Dues and Subscriptions	10,000.00
Insurance	
Liability Insurance	10,000.00
Work Comp	5,148.00
Total Insurance	<u>15,148.00</u>
Janitorial Exp	
Janitorial Supplies	160.00
Janitorial Exp - Other	29,000.00
Total Janitorial Exp	<u>29,160.00</u>
Licenses and Permits	3,000.00
Mileage Reimbursements	
Mileage - Clovis	900.00
Mileage - Kerman	1,500.00
Mileage - Reedley	650.00
Mileage - Selma	1,350.00
Total Mileage Reimbursements	<u>4,400.00</u>
Miscellaneous	
Office Supplies	
CV-19 Supplies	1,500.00
Office Supplies - Other	12,500.00
Total Office Supplies	<u>14,000.00</u>
Outside Services	
Alarm	4,100.00
Interpreting	500.00
Pest Control	1,000.00
Shredding	650.00
Total Outside Services	<u>6,250.00</u>
Postage and Delivery	1,000.00
Printing and Reproduction	2,000.00
Telephone	
Cell Phone Reimbursement	260.00
Telephone - Other	11,500.00
Total Telephone	<u>11,760.00</u>

Exhibit E

Special Services Community Center Est FY 23-24 Budget

Utilities	
Gas and Electric	35,000.00
Water & Waste	2,000.00
Total Utilities	37,000.00
Total OPERATIONAL EXPENSES	150,754.00
PROFESSIONAL FEES	
Accounting	5,500.00
Computer Services	23,000.00
Human Resource Consulting	2,400.00
Legal Fees	500.00
Security Service	25,000.00
Total PROFESSIONAL FEES	56,400.00
TAXES	
Property	9,500.00
Federal	30,000.00
State	15,000.00
Total TAXES	54,500.00
Travel & Ent	
Travel Expense	
Gas & Oil	4,800.00
Lodging	500.00
Total Travel Expense	5,300.00
Total Travel & Ent	5,300.00
Total Expense	1,478,631.38
Net Ordinary Income	186,418.62
Other Income/Expense	
Other Income	
Other Income	-
Total Other Income	-
Other Expense	
Fraudulent Charges	-
CV-19 Expenses	-
Total Other Expense	-
Net Other Income	0.00
Net Income	186,418.62
Fixed Assets: New Equipment	
Computer Equipment	3,500.00
Computer Software	
Office Furniture	
Office Equipment	6,000.00
Building Improvements	
Leasehold Improvements	
Website	
Total Fixed Assets	9,500.00

Exhibit E

Special Services Community Center Est FY 23-24 Budget

Draws

^ Executive Director	150,000.00
Total Assets & Draws	<u>159,500.00</u>
NET INCOME	26,918.62
NET PROGRAM PROFIT/LOSS	0.016

Exhibit E

11/23/23
1:42 PM

Kings View Summary Budget 2023
FRESNO DDP

	Total Budget
41106 Pt Fees - W&R	10,870.00
41107 Pt Fees - 3 Month	249,977.00
41109 Pt Fees - 9 Month	24,078.00
41111 Pt Fees - 18 Month	331,075.00
41601 Fees for Co/Admin	(29,400.00)
41602 Fees ALC Surcharge	(7,500.00)
TotalRever Total Revenues	579,100.00
71110 Salaries & Wages	189,870.00
71111 Overtime Salaries & Wages	1,000.00
71140 Vacation Holiday Sick	27,008.00
72010 F.I.C.A.	17,216.00
72020 S.U.I.	7,038.00
72030 Group Dental Ins.	875.00
72040 Group Health Ins.	20,432.00
72050 Group Vision Ins.	130.00
72060 Life Insurance	235.00
72070 K.V. Plus	2,207.00
72090 Long Term Disability	297.00
72100 Workers Comp Ins	5,240.00
72110 Recruitment & Retention	250.00
73030 Other Professional Svcs	250.00
73060 Bank Fees	10,300.00
73071 Lease Sales Tax	203.00
73072 Interest Expense	1,295.00
73073 Taxes & Licensing	442.00
73200 Information Technology Service	16,348.99
73503 Janitorial Service	6,300.00
73511 Service Agreements	4,850.00
73520 Facility Repairs	3,860.00
73531 Hardware Maintenance	575.00
75041 Facility Supplies	1,165.00
75090 Office Supplies	5,900.00
75100 Postage	4,500.00
75110 Printing	320.00
75131 Computer Equipment	671.00
75134 Software License	-
75135 Software as a Service	13,751.00
76010 Rent/Lease Building	100,550.00
76020 Rent/Lease Equipment	4,275.00
77010 Depr Computer Software	4,027.00
77040 Depr Equipment	9,161.00
79010 Utilities	17,110.00
79040 Phone/Fax	14,800.00
79041 Cell Phone	730.00
79042 Data Lines	3,850.00
80010 Insurance Liability	10,501.00
80020 Insurance Property	1,679.00
80030 Insurance Other	-
81050 Travel Mileage Reimbursement	110.00
81110 Dues & Subscriptions	1,630.00
81120 MH Promotions	4,500.00
81122 Website	12.00
82010 G & A	47,335.00
TotalExper Total Expenses	562,798.99
NetIncome Net Income	16,301.01

Exhibit E

Kings View Summary Budget 2023
CLOVIS DDP

	Total Budget
41106 Pt Fees - W&R	13,458.00
41107 Pt Fees - 3 Month	91,107.00
41109 Pt Fees - 9 Month	17,080.00
41111 Pt Fees - 18 Month	142,355.00
41601 Fees for Co/Admin	(12,250.00)
41602 Fees ALC Surcharge	(2,500.00)
TotalRever Total Revenues	<u>249,250.00</u>
71110 Salaries & Wages	117,328.00
71111 Overtime Salaries & Wages	650.00
71140 Vacation Holiday Sick	13,109.00
72010 F.I.C.A.	10,028.00
72020 S.U.I.	2,000.00
72030 Group Dental Ins.	465.00
72040 Group Health Ins.	10,910.00
72050 Group Vision Ins.	108.00
72060 Life Insurance	242.00
72070 K.V. Plus	1,876.00
72090 Long Term Disability	276.00
72100 Workers Comp Ins	3,000.00
72110 Recruitment & Retention	275.00
73060 Bank Fees	7,000.00
73071 Lease Sales Tax	120.00
73072 Interest Expense	750.00
73073 Taxes & Licensing	150.00
73200 Information Technology Service	10,826.58
73503 Janitorial Service	3,040.00
73511 Service Agreements	1,450.00
75041 Facility Supplies	600.00
75090 Office Supplies	1,200.00
75100 Postage	250.00
75110 Printing	150.00
75120 Other Minor Equipment	110.00
75131 Computer Equipment	2,100.00
75134 Software License	5,100.00
76010 Rent/Lease Building	30,900.00
76020 Rent/Lease Equipment	2,800.00
77010 Depr Computer Software	2,208.00
79010 Utilities	6,000.00
79040 Phone/Fax	600.00
79041 Cell Phone	200.00
79042 Data Lines	2,940.00
80010 Insurance Liability	3,900.00
80020 Insurance Property	660.00
81050 Travel Mileage Reimbursement	125.00
81110 Dues & Subscriptions	280.00
81120 MH Promotions	2,500.00
82010 G & A	23,573.00
TotalExper Total Expenses	<u>269,799.58</u>
NetIncome Net Income	<u>(20,549.58)</u>

Exhibit E

Fresno County Hispanic Commission

Ordinary Income/Expense

Income

3010 · Client fees	750,000.00
3140 · Program activity income	6,000.00
3300 · Interest income	85.00

Total Income 756,085.00

Expense

4010 · Rent/lease building	89,000.00
4020 · Maintenance building	1,500.00
4030 · Rent/lease equipment	18,000.00
4040 · Equipment maintenance	2,500.00
4050 · Utilities	15,000.00
4060 · Telephone	20,000.00
4062 · Postage	5,500.00
4072 · Legal notices/advertising	1,700.00
4080 · Office supplies	12,000.00
4100 · Food	7,000.00
4120 · Program supplies	8,000.00
4140 · Staff mileage	5,000.00
4150 · Staff training registration	7,500.00
4160 · Compupay/bookkeeping	11,000.00
4161 · External audit	8,200.00
4170 · Worker's compensation	2,000.00
4171 · Liability insurance	40,000.00
4182 · Computer consultant	950.00
4184 · Attorney	500.00
4190 · Special department expense	3,500.00
4192 · Memberships	750.00
4200 · Office equipment	1,500.00
4500 · ADP license fee	10,387.00
4510 · County monitoring fees	21,550.00
5000 · Salaries	350,000.00
5020 · SUI/unemployment	4,500.00
5021 · FICA/medicare	26,775.00
5031 · Health insurance	47,100.00

Total Expense 721,412.00

Net Income 34,673.00

Exhibit E

Fresno County Hispanic Commission

Ordinary Income/Expense

Income

3010 · Client fees 185,000.00

Total Income 185,000.00

Expense

4010 · Rent/lease building 8,450.00

4020 · Maintenance building 500.00

4030 · Rent/lease equipment 250.00

4040 · Equipment maintenance 150.00

4050 · Utilities 2,500.00

4060 · Telephone 4,225.00

4072 · Legal notices/advertising 100.00

4080 · Office supplies 2,700.00

4100 · Food 1,400.00

4120 · Program supplies 750.00

4140 · Staff mileage 400.00

4150 · Staff training registration 750.00

4160 · Compupay/bookkeeping 4,800.00

4161 · External audit 3,600.00

4170 · Worker's compensation 650.00

4171 · Liability insurance 15,000.00

4190 · Special department expense 1,650.00

4192 · Memberships 250.00

4500 · ADP license fee 2,975.00

4510 · County monitoring fees 5,302.00

5000 · Salaries 100,000.00

5020 · SU/unemployment 1,500.00

5021 · FICA/medicare 7,650.00

5031 · Health insurance 15,000.00

Total Expense 180,552.00

Net Ordinary Income

Net Income 4,448.00

Exhibit F

Kings View Summary Budget 2023
Fresno PC-1000

Annual Budget

41101 Revenue Patient Fees	8,190.00
41190 Revenue Accrual Comm Srvcs	879.68
41601 Fees for Co/Admin	(245.70)
TotalReve Total Revenues	8,841.98
<hr/>	
71110 Salaries & Wages	2,503.99
71140 Vacation Holiday Sick	341.45
72010 F.I.C.A.	217.68
72020 S.U.I.	54.15
72030 Group Dental Ins.	11.45
72040 Group Health Ins.	225.12
72050 Group Vision Ins.	2.29
72060 Life Insurance	4.76
72070 K.V. Plus	31.37
72090 Long Term Disability	5.50
72100 Workers Comp Ins	64.74
73060 Bank Fees	206.49
73200 Information Technology Service	678.65
73503 Janitorial Service	146.83
73511 Service Agreements	287.96
73520 Facility Repairs	85.90
75041 Facility Supplies	34.01
75090 Office Supplies	163.47
75100 Postage	150.63
75110 Printing	4.17
76010 Rent/Lease Building	885.75
76020 Rent/Lease Equipment	88.79
79010 Utilities	391.92
79040 Phone/Fax	215.01
79041 Cell Phone	14.76
79042 Data Lines	252.49
80010 Insurance Liability	342.47
80020 Insurance Property	114.16
81110 Dues & Subscriptions	190.94
82010 G & A	892.52
TotalExpe Total Expenses	8,609.42
<hr/>	
NetIncom Net Income	232.76

Exhibit F

SPECIAL SERVICES COMMUNITY CENTER

	PC Yearly Budgeted Total
CLIENT FEE TOTALS	16,820.00
LESS: Program Refunds	147.00
LESS: Returned Checks	.
LESS: Returned Check Fees	0.36
LESS: Dept. of Health Care Svcs	.
TOTAL REVENUE FOR COUNTY FEE CALCULATION	16,672.64
Other Income (Rent/Restitution/Interest)	.
TOTAL REVENUE	16,672.64
EXPENSES	
FRESNO COUNTY ADMIN FEES	833.65
BUILDING RENT/EXPENSES	
Building Repairs & Maintenance	70.00
Leases	
Building	
Clovis, Kerman, Reedley, Selma	1,595.25
Total Building	1,595.25
Total Leases	1,595.25
Property Management	153.98
Total BUILDING RENT/EXPENSES	1,819.23
EMPLOYEE EXPENSES	
Salary/Wages	
Clerical	2,740.00
Counselors	3,170.00
Business Manager	1,060.00
Program Manager	430.00
^ Executive Director	1,000.00
^^ CV-19 Expense (NPSL)	
Payroll Taxes	
Federal Payroll Taxes	
State Payroll Taxes	
Total Payroll Taxes	614.08
Health Insurance	660.00
Staff Training & Benefits	3.00
Total EMPLOYEE EXPENSES	9,677.08
EQUIPMENT RENT/REPAIRS	
Small Tools	7.50
Computer Repairs & Maintenance	.
Equipment Leases	14.12
Equipment Repairs & Maintenance	8.20
Total EQUIPMENT RENT/REPAIRS	29.82
INTEREST EXPENSE	
Finance Charge	.
Mortgage Interest	.
Total INTEREST EXPENSE	.
OPERATIONAL EXPENSES	
Automobile Expense	.
Automobile Insurance	.
Bank Account Fees	164.00
Depreciation Expense	.
Dues & Subscriptions - Assn Dues	11.90
Food & Entertainment	1.50
Disability Insurance	.
Liability Insurance	80.00
Work Comp Insurance	56.00
Janitorial Exp	271.20
Licenses & Permits	60.00

Exhibit G

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit G

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit G

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

Exhibit G

Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit H

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (County) and Contactor(s) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.



The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.¹ Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,² such as socioeconomic status, education level, and the availability of health services.³

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.⁴

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.^{5,6} By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities⁷ and the National Stakeholder Strategy for Achieving Health Equity,⁸ which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

Of all the forms of inequality, injustice in health care is the most shocking and inhumane.

— Dr. Martin Luther King, Jr.

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Exhibit J

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

Exhibit J

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit K

Data Security

1. Definitions

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

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

Exhibit K

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

2. Standard of Care

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

Exhibit K

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

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit K, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit K

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit K. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

Exhibit K

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number: 559-600-5900, followed promptly by email at the following email address: incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit K, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit K, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

Exhibit K

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

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit K.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

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

Exhibit K

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

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

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit K and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit K or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

Exhibit K

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

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

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