

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Kings View, a Non-profit, 501 (c) (3), Organization, whose address is 7170 N. Financial Drive, Suite 110, Fresno, CA 93720, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WITNESSETH:

WHEREAS, under the Health and Safety Code Section 11837.3., COUNTY's Department of Behavioral Health (DBH), formerly known as COUNTY's Human Services System (HSS) Administration, Integrated Substance Abuse Unit, has selected CONTRACTOR as a service provider for a first offender driving-while-under-the-influence ("DUI") Program, a second offender DUI Program and a Wet Reckless Driving Program; and

WHEREAS, under California Penal Code (PC) Section 1211, COUNTY's DBH, has selected CONTRACTOR as a service provider for the Drug Diversion Program; and

WHEREAS, CONTRACTOR is agreeable to rendering such services; and

WHEREAS, the State of California Department of Alcohol and Drug Programs is now known as the State of California Department of Health Care Services; and

WHEREAS, COUNTY entered into Agreement No. A-03-283 on June 17, 2003 with CONTRACTOR, whose legal entity name was incorrectly referred to as "KINGS VIEW CORPORATION"; and

WHEREAS, COUNTY Agreement No. A-03-283 superseded COUNTY Agreement No. A-02-392.

WHEREAS, this Agreement shall be retroactive to July 1, 2003 and shall replace, restate, and supersede Agreement No. A-03-283 in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR agrees to provide a first offender and a second offender DUI Program, Pursuant to the requirements and guidelines set forth in California Health and Safety Code

1 sections 11836 through 11839 and Vehicle Code sections 23536 through 23568.

2 CONTRACTOR shall comply at all times with all provisions of Title 9 of the
3 California Code of Regulations.

4 B. CONTRACTOR agrees to provide a Wet Reckless Driving Program, pursuant to
5 the requirements and guidelines set forth in Health and Safety Code sections 11836 through 11839 and
6 Vehicle Code section 23103.5.

7 C. CONTRACTOR agrees to provide a PC 1000 Drug Diversion Program as provided
8 by California PC sections 1000 and 1211. CONTRACTOR shall maintain compliance with all provisions of
9 the Fresno County PC 1000 Drug Diversion Standards, and the Federal Code of Regulations Title 42,
10 Chapter 1, Subchapter A, Part 2, regarding confidentiality of records. Additionally, CONTRACTOR shall
11 maintain compliance with all applicable provisions of the California Health and Safety Code related to drug
12 treatment programs, Americans with Disabilities Act, the 504 Rehabilitation Act, and with any other Federal,
13 State or local regulations, laws, ordinances or guidelines applicable to the program's performance.

14 D. CONTRACTOR's representative, who is duly authorized to act on behalf of the
15 CONTRACTOR, shall attend, as determined necessary by the COUNTY's DBH Director or designee,
16 regularly scheduled (monthly) Alcohol and Drug Advisory Board meetings.

17 E. CONTRACTOR shall perform services at 1410 F. Street, Fresno, CA 93706, 1521
18 Tollhouse Rd. Suite G, Clovis, CA 93611. Addition or deletion of service sites may be made with prior
19 written approval of COUNTY's DBH Director or designee.

20 2. TERM

21 This Agreement shall be effective retroactively to the 1st day of July 2003 and shall terminate
22 on the 30th day of June 2023.

23 3. TERMINATION

24 A. Breach of Contract –COUNTY may immediately suspend or terminate this
25 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 26 1) An illegal or improper use of funds;
27 2) A failure to comply with any term of this Agreement;
28 3) A substantially incorrect or incomplete report submitted to the COUNTY;

1 4) Improperly performed service.

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

9 B. Without Cause - Under circumstances other than those set forth above, this
10 Agreement may be terminated by CONTRACTOR or COUNTY'S DBH Director or designee upon the giving
11 of thirty (30) days advance written notice of an intention to terminate. CONTRACTOR shall pay to
12 COUNTY all amounts due to the date of termination upon receipt of an invoice from COUNTY.

13 4. COMPENSATION AND INVOICING

14 A. CONTRACTOR's Compensation – COUNTY shall pay no monies whatsoever to
15 CONTRACTOR for services rendered under this Agreement.

16 1) For DUI Program services, set forth in SERVICES, paragraphs 1A and 1B
17 above, CONTRACTOR's sole compensation under this Agreement shall be from client fees it charges to
18 clients to participate in its program. Such fees shall be charged in accordance with the fee schedule
19 approved by the COUNTY's Alcohol Program Administrator and approved by the State of California
20 Department of Health Care Services. CONTRACTOR shall make provisions for persons who cannot
21 afford such fees in order to enable such persons to participate in the program.

22 2) CONTRACTOR agrees that revenue generated from DUI Program client
23 fees shall be used only for the purposes specified in California Health & Safety Code section 11837.4.
24 However, any profit or surplus that exceeds the amount necessary to provide DUI Program services
25 under this Agreement may be utilized for any purposes allowable under any other provisions of law.

26 3) For Drug Diversion Program services, as set forth in SERVICES,
27 paragraphs 1C above, CONTRACTOR's sole compensation under this Agreement shall be from client
28 fees it charges to clients to participate in its program. Such fees shall be charged in accordance with the

1 fee schedule approved by the COUNTY's Alcohol Program Administrator. CONTRACTOR shall make
2 provisions for persons who cannot afford such fees in order to enable such persons to participate in the
3 program.

4 4) CONTRACTOR agrees that revenue generated from Drug Diversion client
5 fees shall be used only for the purpose of providing services to persons convicted of minor drug
6 offenses as provided in the Fresno County PC 1000 Drug Diversion Standards and California PC
7 section 1211(c)(3)(A). However, any profit or surplus that exceeds the amount necessary to provide
8 Drug Diversion services under this Agreement may be utilized for any purposes allowable under any
9 other provisions of law.

10 B. COUNTY's Compensation

11 1) CONTRACTOR agrees to reimburse COUNTY for direct and indirect costs
12 incurred by COUNTY in carrying out required administrative and monitoring duties. With respect to
13 Drinking Driver Programs, CONTRACTOR shall pay to COUNTY as and for reimbursement, five percent
14 (5%) of client fees. CONTRACTOR has estimated the total amount of fees anticipated to be generated
15 pursuant to this Agreement, as set forth in Exhibit A, attached hereto and incorporated by reference.

16 2) With respect to PC 1000 Drug Diversion Program, CONTRACTOR shall
17 pay to COUNTY as and for reimbursement, five percent (5%) of client fees. CONTRACTOR has
18 estimated the total amount of fees anticipated to be generated pursuant to this Agreement, as set forth
19 in Exhibit B, attached hereto and incorporated by reference. It is agreed by all parties hereto that
20 subsequent year budget(s) shall be submitted for review to the COUNTY's DBH Director or designee for
21 approval and shall become part of this Agreement, replacing current Exhibit B, upon such approval.
22 Said budget(s) shall be submitted for review and requires the approval of COUNTY's DBH Director or
23 designee prior to March 1st of each term of this Agreement. If said budget is not received by the March
24 1st due date, the current budget will remain in effect for the next fiscal year.

25 3) CONTRACTOR shall submit to the COUNTY monthly fiscal and program
26 reports, in a form acceptable to COUNTY, within twenty (20) days of the end of each month to
27 DBHContractedServicesDivision@fresnocountyca.gov and COUNTY's DBH assigned analyst. The

28 ///

1 CONTRACTOR shall further submit a complete and accurate fiscal year-end cost report no later than
2 August 15th for the fiscal year July 1st through June 30th of each term of this Agreement addressed to:

3 Director (or designee)
4 County of Fresno
5 Department of Behavioral Health
6 P.O. Box 45003
7 Fresno, CA 93718-9886

8 4) COUNTY will invoice the CONTRACTOR quarterly, based upon
9 CONTRACTOR's monthly fiscal reports submitted to COUNTY.

10 5) Within forty-five (45) days of receiving a COUNTY invoice,
11 CONTRACTOR shall reimburse COUNTY.

12 6) CONTRACTOR's and COUNTY's obligations under this section shall
13 survive the termination of this Agreement with respect to services provided during the term of this
14 Agreement without regard to cause of termination of this Agreement.

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

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

26 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
27 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
28 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating

1 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
2 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
3 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

4 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
5 written consent of all the parties without, in any way, affecting the remainder.

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

8 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
9 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
10 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
11 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
12 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
13 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
14 or corporation who may be injured or damaged by the performance, or failure to perform, of
15 CONTRACTOR, its officers, agents, or employees under this Agreement. In addition, CONTRACTOR
16 agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from
17 non-compliance herein on the part of the CONTRACTOR.

18 The provisions of this Section Eight (8) shall survive termination of this Agreement.

19 9. INSURANCE

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

24 A. Commercial General Liability

25 Effective July 1, 2003 to June 20, 2022, CONTRACTOR is required to have
26 Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per
27 occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a
28 per occurrence basis. Effective June 21, 2022, CONTRACTOR is required to have Commercial General

1 Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an
2 annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence
3 basis. COUNTY may require specific coverages including completed operations, products liability,
4 contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance
5 deemed necessary because of the nature of this contract.

6 B. Automobile Liability

7 Effective July 1, 2003 through June 20, 2022, CONTRACTOR is required to have
8 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred
9 Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident
10 and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
11 combined single limit of One Million Dollars (\$1,000,000). Effective June 21, 2022, CONTRACTOR is
12 required to have Comprehensive Automobile Liability Insurance with limits of not less than One Million
13 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include
14 any auto used in connection with this Agreement.

15 C. Professional Liability

16 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
17 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
18 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

19 D. Worker's Compensation

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

21 E. Molestation

22 Effective June 21, 2022, Sexual abuse / molestation liability insurance with limits of
23 not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00)
24 annual aggregate. This policy shall be issued on a per occurrence basis.

25 F. Cyber Liability

26 Effective June 21, 2022, CONTRACTOR is required to have Cyber liability
27 Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
28 Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor

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

7 Additional Requirements Relating to Insurance

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

15 Effective June 21, 2022, CONTRACTOR hereby waives its right to recover from COUNTY,
16 its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance
17 required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy
18 that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of
19 subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

20 Within thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
21 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
22 foregoing policies, as required herein, to the County of Fresno, County of Fresno, Department of Behavioral
23 Health, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Adult Services Division, Forensic
24 Behavioral Health Services Unit and electronically to dbhcontractedservicesdivision@fresnocountyca.gov
25 with a copy to the assigned COUNTY's DBH Staff Analyst, stating that such insurance coverage have been
26 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
27 responsible for any premiums on the policies; that for such worker's compensation insurance the
28 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any

1 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
2 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
3 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
4 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
5 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
6 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
7 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
8 given to COUNTY.

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

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

15 10. RECORDS

16 A. Audits and Inspections

17 1) With respect to the Drinking Driver Programs, at reasonable times during
18 normal business hours, the State Department of Health Care Services, COUNTY, and/or their
19 appropriate audit agency or designee, shall have right to inspect or otherwise evaluate the quality,
20 appropriateness and timeliness of services performed and to audit and inspect any books and records of
21 CONTRACTOR which pertain to services performed and determination of amounts payable under this
22 Agreement. COUNTY shall perform a minimum of one (1) program audit during each term of this
23 Agreement. COUNTY shall provide CONTRACTOR technical assistance as necessary to maintain
24 program standards.

25 2) With respect to the PC 1000 Drug Diversion Program, at reasonable times
26 during normal business hours, the State Department of Health Care Services, COUNTY, and/or their
27 appropriate audit agency or designee, shall have right to inspect or otherwise evaluate the quality,
28 appropriateness and timeliness of services performed and to audit and inspect any books and records of

1 CONTRACTOR which pertain to services performed and determination of amounts payable under this
2 Agreement. COUNTY shall perform a minimum of one (1) program audit during each term of this
3 Agreement. COUNTY shall provide CONTRACTOR technical assistance as necessary to maintain
4 program standards.

5 B. Client Confidentiality - CONTRACTOR shall conform to and COUNTY shall monitor
6 compliance with all State and Federal statutes and regulations regarding confidentiality, including but not
7 limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations;
8 Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Divisions 10.5 and 10.6 of the
9 California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1,
10 Part 2.6, Chapters 1-7 of the California Civil Code. CONTRACTOR shall comply with the current laws and
11 regulations, including any amendments to the laws and regulations.

12 11. LICENSES

13 CONTRACTOR shall throughout the term of this Agreement maintain all necessary
14 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the
15 services hereunder and required by the laws and regulations of the United States of America, State of
16 California, COUNTY, and any other applicable governmental agencies. CONTRACTOR shall notify
17 COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals,
18 certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto.
19 Additionally, CONTRACTOR shall comply with all applicable laws, rules or regulations, as may now exist or
20 be hereafter changed.

21 12. NON-DISCRIMINATION

22 A. Eligibility for Services - CONTRACTOR shall prepare, prominently post in its facility,
23 and make available to the COUNTY's DBH Director or designee and to the public all eligibility requirements
24 to participate in the program. CONTRACTOR shall not unlawfully discriminate in the provision of services
25 because of race, color, creed, national origin, gender, age, or physical or mental disability as provided by
26 the State of California and Federal law in accordance with Title VI of the Civil Rights Act of 1964 (42 USC
27 section 2000(d)); Age Discrimination Act of 1975 (42 USC section 1681); Rehabilitation Act of 1973 (29
28 USC section 794); Education Amendments of 1972 (20 USC section 1681); Americans with Disabilities Act

1 of 1990 (42 USC section 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair
2 Employment and Housing Act (California Government Code section 12900); and regulations promulgated
3 thereunder (Title 2, CCR, section 7285.0); Title 2, Division 3, Article 9.5 of the California Government Code
4 commencing with section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations
5 commencing with section 10800.

6 B. Equal Opportunity – CONTRACTOR shall comply with California Government Code,
7 section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related to the
8 development, implementation, and maintenance of a nondiscrimination program. CONTRACTOR shall not
9 discriminate against any employee or applicant for employment because of race, religion, color, national
10 origin, physical or mental disability, marital status, gender, or age. Such practices include retirement,
11 recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other
12 forms of compensation, use of facilities, and other terms and conditions of employment. CONTRACTOR
13 agrees to post in conspicuous places, notices available to all employees and applicants for employment
14 setting forth the provisions of the Equal Opportunity Act (42 USC section 2000(e)) in conformance with
15 Federal Executive Order No. 11246. CONTRACTOR agrees to comply with the provisions of the
16 Rehabilitation Act of 1973 (29 USC section 794).

17 C. Nepotism – Except by consent of the DBH Director or her designee, no person shall
18 be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the Board of
19 Directors or an officer of CONTRACTOR.

20 D. New Facilities and Disability Access – New facilities shall be wheelchair accessible
21 and provide access to the disabled, consistent with Title 9, California Code of Regulations, section 10820. If
22 a new facility will be utilized, a plan ensuring accessibility to the disabled must be developed. COUNTY
23 shall assess, monitor, and document CONTRACTOR's compliance with the Rehabilitation Act of 1973 and
24 Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended
25 recipients/beneficiaries of services are provided services without regard to physical or mental disability and
26 that CONTRACTOR has provided a facility accessible to the physically disabled.

27 13. CONFIDENTIALITY

28 All services performed by CONTRACTOR under this Agreement shall be in strict

1 conformance with all applicable Federal, State of California and/or local laws and regulations relating to
2 confidentiality, including but not limited to, California Civil Code section 56 *et seq.*, Welfare and Institutions
3 Code section 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California
4 Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 *et seq.*
5 CONTRACTOR shall submit to COUNTY's monitoring of said compliance with all State and Federal
6 statutes and regulations regarding confidentiality. CONTRACTOR shall ensure that no list of persons
7 receiving services under this contract is published, disclosed, or used for any other purposes except for the
8 direct administration of the program or other uses authorized by law that are not in conflict with
9 requirements for confidentiality.

10 14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

11 A. The parties to this Agreement shall be in strict conformance with all applicable
12 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and
13 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of
14 Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections 11977 and 11812 of
15 Title 22 of the California Code of Regulations, and the Health Insurance Portability and Accountability Act
16 (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its
17 implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The
18 Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality
19 and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008
20 regarding the confidentiality of genetic information.

21 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
22 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
23 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or
24 disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d *et*
25 *seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as
26 the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for
27 management, administrative or legal responsibilities of the Business Associate.

28 B. CONTRACTOR, including its subcontractors and employees, shall protect, from

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

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

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

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

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

28 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at

1 the request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance
2 with 45 CFR Section 164.526.

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

7 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable
8 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of
9 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without
10 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall
11 be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA
12 Representative, within two (2) business days of discovery. The notification shall include, to the extent
13 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to
14 have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR shall take prompt
15 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure
16 required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such
17 breach and is responsible for all notifications required by law and regulation or deemed necessary by
18 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's
19 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written
20 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
21 days of the discovery of the breach to the addresses below:

22	County of Fresno	County of Fresno	County of Fresno
23	Dept. of Public Health	Dept. of Public Health	Information Technology Services
24	HIPAA Representative	Privacy Officer	Information Security Officer
25	(559) 600-6439	(559) 600-6405	(559) 600-5800
26	P.O. Box 11867	P.O. Box 11867	2048 N. Fine Street
27	Fresno, CA 93775	Fresno, CA 93775	Fresno, CA 93727

26 H. CONTRACTOR shall make its internal practices, books, and records relating to the
27 use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf
28 of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set

1 forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books, and
2 records relating to the use and disclosure of PHI received from COUNTY, or created or received by the
3 CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human
4 Services (Secretary) upon demand.

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

10 I. Safeguards

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

21 CONTRACTOR shall implement strong access controls and other security
22 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,
23 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following
24 administrative and technical password controls for all systems used to process or store confidential,
25 personal, or sensitive data:

26 1. Passwords must not be:

27 a. Shared or written down where they are accessible or recognizable by
28 anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

- 1 b. A dictionary word; or
- 2 c. Stored in clear text
- 3 2. Passwords must be:
- 4 a. Eight (8) characters or more in length;
- 5 b. Changed every ninety (90) days;
- 6 c. Changed immediately if revealed or compromised; and
- 7 d. Composed of characters from at least three (3) of the following four
- 8 (4) groups from the standard keyboard:
- 9 1) Upper case letters (A-Z);
- 10 2) Lowercase letters (a-z);
- 11 3) Arabic numerals (0 through 9); and
- 12 4) Non-alphanumeric characters (punctuation symbols).

13 CONTRACTOR shall implement the following security controls on each workstation
14 or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

- 15 1. Network-based firewall and/or personal firewall;
- 16 2. Continuously updated anti-virus software; and
- 17 3. Patch management process including installation of all operating
- 18 system/software vendor security patches.

19 CONTRACTOR shall utilize a commercial encryption solution that has received
20 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic
21 media (including, but not limited to, compact disks and thumb drives) and on portable computing devices
22 (including, but not limited to, laptop and notebook computers).

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

1 J. Mitigation of Harmful Effects

2 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
3 suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of
4 PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions.
5 CONTRACTOR must document suspected or known harmful effects and the outcome.

6 K. CONTRACTOR's Subcontractors

7 CONTRACTOR shall ensure that any of its contractors, including subcontractors, if
8 applicable, to whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR
9 on behalf of COUNTY, agree to the same restrictions, safeguards, and conditions that apply to
10 CONTRACTOR with respect to such PHI and to incorporate, when applicable, the relevant provisions of
11 these provisions into each subcontract or sub-award to such agents or subcontractors.

12 L. Employee Training and Discipline

13 CONTRACTOR shall train and use reasonable measures to ensure compliance with
14 the requirements of these provisions by employees who assist in the performance of functions or activities
15 on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees who
16 intentionally violate any provisions of these provisions, including termination of employment.

17 M. Termination for Cause

18 Upon COUNTY's knowledge of a material breach of these provisions by
19 CONTRACTOR, COUNTY shall either:

- 20 1. Provide an opportunity for CONTRACTOR to cure the breach or end the
21 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation
22 within the time specified by COUNTY; or
- 23 2. Immediately terminate this Agreement if CONTRACTOR has breached a
24 material term of these provisions and cure is not possible.
- 25 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer shall
26 report the violation to the Secretary of the U.S. Department of Health and Human Services.

27 N. Judicial or Administrative Proceedings

28 COUNTY may terminate this Agreement in accordance with the terms and

1 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal
2 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or
3 stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of the
4 HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which the
5 CONTRACTOR is a party.

6 O. Effect of Termination

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

15 P. Disclaimer

16 COUNTY makes no warranty or representation that compliance by CONTRACTOR
17 with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be adequate or satisfactory for
18 CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or
19 transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use,
20 disclosure, or breach. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR
21 regarding the safeguarding of PHI.

22 Q. Amendment

23 The parties acknowledge that Federal and State laws relating to electronic data
24 security and privacy are rapidly evolving and that amendment of these provisions may be required to
25 provide for procedures to ensure compliance with such developments. The parties specifically agree to
26 take such action as is necessary to amend this agreement in order to implement the standards and
27 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to the
28 security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written notice in

1 the event that CONTRACTOR does not enter into an amendment providing assurances regarding the
2 safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and
3 requirements of HIPAA, the HIPAA regulations and the HITECH Act.

4 R. No Third-Party Beneficiaries

5 Nothing express or implied in the terms and conditions of these provisions is
6 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
7 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or liabilities
8 whatsoever.

9 S. Interpretation

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

14 T. Regulatory References

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

17 U. Survival

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

20 V. No Waiver of Obligations

21 No change, waiver or discharge of any liability or obligation hereunder on any one or
22 more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall
23 prohibit enforcement of any obligation on any other occasion.

24 15. DATA SECURITY

25 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
26 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of
27 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter
28 into a contractual relationship with the COUNTY for the purpose of providing services under this

1 Agreement must employ adequate data security measures to protect the confidential information
2 provided to CONTRACTOR(S) by the COUNTY, including but not limited to the following:

3 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

4 CONTRACTOR may not connect to COUNTY networks via personally-owned
5 mobile, wireless or handheld devices, unless the following conditions are met:

6 1) CONTRACTOR(S) has received authorization by COUNTY for
7 telecommuting purposes;

8 2) Current virus protection software is in place;

9 3) Mobile device has the remote wipe feature enabled; and

10 4) A secure connection is used.

11 B. CONTRACTOR-Owned Computers or Computer Peripherals

12 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
13 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information
14 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be
15 transferred, data must be stored on a secure server approved by the COUNTY and transferred by
16 means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data
17 must be encrypted.

18 C. COUNTY-Owned Computer Equipment

19 CONTRACTOR(S) may not use COUNTY computers or computer peripherals on
20 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or
21 designee(s).

22 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data
23 on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

24 E. CONTRACTOR shall be responsible to employ strict controls to ensure the
25 integrity and security of COUNTY's confidential information and to prevent unauthorized access,
26 viewing, use or disclosure of data maintained in computer files, program documentation, data
27 processing systems, data files and data processing equipment which stores or processes COUNTY data
28 internally and externally.

1 F. Confidential client information transmitted to one party by the other by means of
2 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128
3 BIT or higher. Additionally, a password or pass phrase must be utilized.

4 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,
5 breaches or potential breaches of security related to COUNTY's confidential information, data
6 maintained in computer files, program documentation, data processing systems, data files and data
7 processing equipment which stores or processes COUNTY data internally or externally.

8 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
9 arising from a possible breach of security related to COUNTY's confidential client information provided
10 to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals
11 as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be
12 responsible for all costs incurred as a result of providing the required notification.

13 15. DRUG-FREE WORKPLACE

14 The CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of
15 1990 (California Government Code section 8350).

16 16. CONTROL REQUIREMENTS

17 Performance is subject to all applicable Federal and State laws, regulations, and standards,
18 including all relevant laws and regulations as amended. In accepting the State drug and alcohol combined
19 program allocation pursuant to the California Health and Safety Code, section 11757(a) and (b), the
20 CONTRACTOR shall establish written accounting procedures consistent with the following requirements,
21 and shall be held accountable for audit exceptions taken by the State or the COUNTY for failure to comply
22 with these requirements:

23 ///

24 A. California Health and Safety Code, Division 10.5

25 B. Title 9, California Code of Regulations (CCR), Division 4

26 C. California Government Code, Article 1.7, Chapter 2, Part 2, Division 4, Title 2
27 commencing at section 16366.1

28 D. California Government Code, Article 7, Chapter 1, Part 1, Division 2, Title 5,

1 commencing at section 53130

2 E. Title 42, United States Code (USC), section 300x-5

3 F. Public Law 102-321 (Title 42, USC commencing at section 101)

4 G. Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments
5 of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (revised June 30, 1997)

6 H. Title 45 Code of Federal Regulations (CFR), Part 96, Subparts B, C, and L

7 I. Title 45 CFR, Part 291

8 J. Title 45 CFR, Part 1300

9 17. SUPERSEDE

10 This Agreement shall supersede in its entirety and render null and void the Agreements
11 between the parties for these same services identified as COUNTY Agreement No. A-02-392 and
12 COUNTY Agreement No. 03-283.

13 18. AUDITS AND INSPECTIONS:

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

19 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
20 subject to the examination and audit of the California State Auditor for a period of three (3) years after final
21 payment under contract (Government Code Section 8546.7).

22 Notwithstanding the provisions of Paragraph Two (2) of this Agreement, it is acknowledged
23 by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and
24 requirements as stated in this Agreement have been completed to the review and satisfaction of COUNTY.
25 CONTRACTOR shall bear all costs in connection with or resulting from any audit and/or inspections
26 including, but not limited to, actual costs incurred and the payment of any expenditures disallowed by either
27 COUNTY, State, or Federal governmental entities, including any assessed interest and penalties.

28 19. NOTICES: The persons and their addresses having authority to give and receive notices

1 under this Agreement include the following:

2 COUNTY
3 Director, Fresno County
4 Department of Behavioral
5 1925 E Dakota Ave
6 Fresno, CA 93726

CONTRACTOR
 Chief Executive Officer
 Kings View
 7170 North Financial Drive, Suite 110
 Fresno, CA 93720

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

22 Within fourteen (14) days of any change in administrative and/or management staff
23 positions, including, but not limited to, changes in Board of Directors, Executive Director, Clinical Director,
24 Program Manager and/or Program Coordinators, CONTRACTOR shall notify the COUNTY in writing of that
25 change.

26 20. GOVERNING LAW:

27 The parties agree, that for the purposes of venue, performance under this Agreement is to
28 be in Fresno County, California. Venue for any action arising out of or related to this Agreement shall only
be in Fresno County, California.

 The rights and obligations of the parties and all interpretation and performance of this

1 Agreement shall be governed in all respects by the laws of the State of California.

2 21. DISCLOSURE OF SELF-DEALING TRANSACTIONS

3 Effective June 21, 2022, this provision is only applicable if the CONTRACTOR is
4 operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement,
5 the CONTRACTOR changes its status to operate as a corporation.

6 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
7 transactions that they are a party to while CONTRACTOR is providing goods or performing services
8 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
9 is a party and in which one or more of its directors has a material financial interest. Members of the
10 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
11 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated
12 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
13 transaction or immediately thereafter.

14 22. ELECTRONIC SIGNATURE: Effective June 21, 2022, the parties agree that this Agreement
15 may be executed by electronic signature as provided in this section. An "electronic signature" means any
16 symbol or process intended by an individual signing this Agreement to represent their signature, including
17 but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an
18 electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each
19 electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original
20 handwritten signature of the person signing this Agreement for all purposes, including but not limited to
21 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the
22 valid original handwritten signature of that person. The provisions of this section satisfy the requirements of
23 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
24 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has
25 undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs
26 (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not
27 conditioned upon the parties conducting the transactions under it by electronic means and either party may
28 sign this Agreement with an original handwritten signature.

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

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

3
4 **CONTRACTOR**
5 **KINGS VIEW**

COUNTY OF FRESNO

6 DocuSigned by:
7 *Amanda Nugent Divine*
8 (Authorized Signature)



Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

9 Amanda Nugent Divine 5/27/2022

10 Print Name & Title

11 ATTEST:

12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By: *Harame*
16 Deputy

17 MAILING ADDRESS:

18 Kings View
19 7170 North Financial Avenue, Suite 110
20 Fresno, CA 93720
21 Contact: Executive Director

22 FOR ACCOUNTING USE ONLY:

23 Fund: 0001/10000
24 ORG: 56302080
25 Account: 4895/0
26
27
28

Kings View Summary Budget 2022
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

Kings View Summary Budget 2022
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	
<u>Total Revenues</u>	<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	
<u>Total Expenses</u>	<u>269,799.58</u>
NetIncome	
<u>Net Income</u>	<u>(20,549.58)</u>

Kings View Summary Budget 2022
Fresno PC 1000

Annual Budget

41101 Revenue Patient Fees	8,190.00
41190 Revenue Accrual Comm Srvcs	879.68
41601 Fees for Co/Admin	(409.50)
TotalReve Total Revenues	8,660.18
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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	50.76

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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