

**A G R E E M E N T**

THIS AGREEMENT ("Agreement") is made and entered into this 21<sup>st</sup> 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 The National Latino Behavioral Health Association, a non-profit organization whose address is P.O. Box 1360 Peña Blanca, NM 87041-1360, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), recognizes the need to improve quality of care for persons served with Limited or No English Proficiency.

WHEREAS, CONTRACTOR previously provided Behavioral Health Interpreter Training to COUNTY's Department of Behavioral Health personnel and its contracted providers for Fiscal Year 21-22 through a Purchase Order with the COUNTY.

WHEREAS, CONTRACTOR is qualified and willing to provide trainings to develop interpreter skills of bilingual staff and to provide trainings for county and contracted personnel on how to use interpreters effectively.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall provide virtual Behavioral Health Interpreter Training services and fulfill all responsibilities identified in Exhibit A, Scope of Work, attached hereto and by this reference incorporated herein.

2. OBLIGATIONS OF THE COUNTY

A. COUNTY shall provide CONTRACTOR a list of requirements for meeting criteria for Continuing Education Units. This includes Continuing Education Units for Social Workers, Marriage & Family Therapist, and Registered Nurses; Continuing Education for Psychologists; and Continuing Medical Education Credits for Physicians.

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1           B. COUNTY shall support CONTRACTOR's training efforts. This includes scheduling  
2 training dates in collaboration with CONTRACTOR, determining training attendees, and providing  
3 CONTRACTOR with training rosters.

4           3. TERM

5           The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2022  
6 through and including June 30, 2025. This Agreement may be extended for two (2) additional consecutive  
7 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first  
8 day of the next twelve (12) month extension period. The Department of Behavioral Health Director or his or  
9 her designee is authorized to execute such written approval on behalf of COUNTY based on  
10 CONTRACTOR'S satisfactory performance.

11          4. TERMINATION

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

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

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

23           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
24 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
25 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
26 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
27 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
28 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund

1 any such funds upon demand.

2 C. Without Cause - Under circumstances other than those set forth above, this  
3 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
4 intention to terminate to CONTRACTOR.

5 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and  
6 CONTRACTOR agrees to receive compensation in accordance with the Budget set forth in Exhibit B as  
7 approved. CONTRACTOR shall submit invoices on a fee-for-service basis to the County of Fresno  
8 Department of Behavioral Health. Invoices shall be emailed to DBH-Invoices@FresnoCountyCa.Gov.

9 In no event shall compensation paid for services performed under this Agreement be in excess of  
10 two hundred thirty-seven thousand nine hundred and 00/100 (\$237,900) during the term of this Agreement.  
11 It is understood that all expenses incidental to CONTRACTOR'S performance of services under this  
12 Agreement shall be borne by CONTRACTOR.

13 Payments shall be made by COUNTY to CONTRACTOR in arrears for services provided during the  
14 preceding month, within forty-five (45) days after the date of receipt, including fifteen (15) days for approval  
15 of the invoice. Payments shall be made after receipt and verification of training completion, as identified in  
16 Exhibit B.

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

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

28 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right

1 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
2 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
3 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
4 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
5 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
6 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

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

11 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
12 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
13 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
14 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
15 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
16 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
17 or corporation who may be injured or damaged by the performance, or failure to perform, of  
18 CONTRACTOR, its officers, agents, or employees under this Agreement.

19 The provisions of this Section 9 shall survive termination of this Agreement.

20 10. INSURANCE

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

25 A. Commercial General Liability

26 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
27 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
28 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including

1 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
2 liability or any other liability insurance deemed necessary because of the nature of this contract.

3 B. Professional Liability

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
5 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
6 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

7 C. Worker's Compensation

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

10 Additional Requirements Relating to Insurance

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

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

23 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
24 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
25 foregoing policies, as required herein, to the County of Fresno, County of Fresno, Department of Behavioral  
26 Health, Attn: Staff Development, 1925 E. Dakota Ave., Fresno, CA 93726, stating that such insurance  
27 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and  
28 employees will not be responsible for any premiums on the policies; that for such worker's compensation

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

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

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

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

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

24 12. NOTICES: The persons and their addresses having authority to give and receive notices  
25 under this Agreement include the following:

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COUNTY

Director, Fresno County Department  
of Behavioral Health  
1925 E. Dakota Ave.  
Fresno, CA 93726

CONTRACTOR

Maxine Henry, Associate Director  
National Latino Behavioral  
Health Association  
P.O. Box 1630  
Peña Blanca, NM 87041

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

13. GOVERNING LAW: 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 Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status

1 to operate as a corporation.

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

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

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

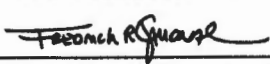



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CONTRACTOR  
THE NATIONAL LATINO  
BEHAVIORAL HEALTH  
ASSOCIATION**

**COUNTY OF FRESNO**





(Authorized Signature)

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

Fredrick Sandoval, Executive Director

Print Name & Title

PO Box 1360  
Peña Blanca, NM 87041

Mailing Address

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

By:   
Deputy

**FOR ACCOUNTING USE ONLY:**

Fund: 0001

Subclass: 10000

ORG: 56304756

Account: 7295

## **Exhibit A – Scope of Work**

ORGANIZATION: National Latino Behavioral Health Association (NLBHA)  
ADDRESS: P.O. Box 1360, Pena Blanca, NM., 87041  
TELEPHONE: (720) 607-7897  
CONTACT: Maxine Henry  
EMAIL: [maxine@nlbha.org](mailto:maxine@nlbha.org)  
CONTRACT: Behavioral Health Interpreter Training (BHIT)  
CONTRACT TERM: July 1, 2022 to June 30, 2027

### **DESCRIPTION OF SERVICES**

The National Latino Behavioral Health Association (NLBHA) will provide virtual Behavioral Health Interpreter Training for Interpreters/BHIT for Providers to staff in DBH's system of care. Nine BHIT for Interpreters trainings (14 hours of instruction each) will take place over the course of this agreement with a capacity of 35 attendees per session. Fourteen BHIT for Providers trainings (7 hours of instruction each) will be conducted over the course of this agreement with a capacity of 35 attendees per session.

The training goals can be found below:

- Increase Workforce Education and Training staff and community partners competency to address mental health issues impacting the quality of care for individuals with limited English proficiency.
- Improve the overall quality of care for individuals with Limited English Proficiency within the Fresno County mental health systems.
- BHIT for Interpreters – Train and support culturally competent interpreters to work effectively in mental health settings as part of a professional team.
- BHIT for Providers – Train Fresno County mental health system providers on understanding the important role of interpreters and how to use interpreters properly and effectively.

### **CONTRACTOR RESPONSIBILITIES**

- Facilitate BHIT for Providers and BHIT for Interpreters training to Department of Behavioral Health and system of care staff.
- Contractor shall provide ongoing consultation and support to the Fresno County Department of Behavioral Health throughout the planning and implementation of training, and through pre- or post-training events
- Contractor will provide the following:
  - Needs assessment, curriculum planning, and implementation
  - Instructional materials
  - Evaluation and feedback
  - Continuing education credit

**Exhibit B – BUDGET SUMMARY**

ORGANIZATION: National Latino Behavioral Health Association (NLBHA)

SERVICES: Behavioral Health Interpreter Training (BHIT)

CONTRACT TERM: July 1, 2022 to June 30, 2027

CONTRACT TOTAL: \$237,900

<b>BHIT TRAINING FOR INTERPRETERS (14-HOURS) WITH 2 LANGUAGES (SPANISH + ONE MORE LANGUAGE) – INCLUDES EVALUATION</b>				
<b>FY</b>	<b>Training Platform</b>	<b>Number of Sessions</b>	<b>Cost Per Session</b>	<b>FY Sub Total</b>
<b>22-23</b>	Virtual	3	\$16,000	\$48,000
<b>23-24</b>	Virtual	1	\$16,000	\$16,000
<b>24-25</b>	Virtual	1	\$16,500	\$16,500
<b>25-26</b>	Virtual	2	\$16,500	\$33,000
<b>26-27</b>	Virtual	2	\$17,000	\$34,000
<b>BHIT TRAINING FOR PROVIDERS (7-HOURS) – INCLUDES EVALUATION</b>				
<b>FY</b>	<b>Training Platform</b>	<b>Number of Sessions</b>	<b>Cost Per Session</b>	<b>FY Sub Total</b>
<b>22-23</b>	Virtual	3	\$6,150	\$18,450
<b>23-24</b>	Virtual	3	\$6,150	\$18,450
<b>24-25</b>	Virtual	2	\$6,500	\$13,000
<b>25-26</b>	Virtual	3	\$6,500	\$19,500
<b>26-27</b>	Virtual	3	\$7,000	\$21,000
<b>FY</b>				<b>FY Grand Total</b>
<b>22-23</b>				<b>\$66,450</b>
<b>23-24</b>				<b>\$34,450</b>
<b>24-25</b>				<b>\$29,500</b>
<b>25-26</b>				<b>\$52,500</b>
<b>26-27</b>				<b>\$55,000</b>
<b>FY 22-27 Grand Total</b>				<b>\$237,900</b>

## **Exhibit C - 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).

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

