

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 Superior Court of California, County of Fresno, a governmental entity ("Contractor"), and the
4 County of Fresno, a political subdivision of the State of California ("County").

5 **Recitals**

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

13 B. Contractor has adult Behavioral Health Court (BHC) and juvenile Family Behavioral Health
14 Court (FBHC) to provide treatment and rehabilitation to persons whose mental illness contributes
15 to their criminal behavior. The goal of the BHC is to reduce the length of confinement for adult
16 offenders with a serious mental illness or juvenile offenders with a serious emotional
17 disturbance, improve their mental health and well-being and reintegrate them into their
18 communities.

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

22 D. Contractor has Felony Drug Court (Prop 36) to provide intensive supervision, substance
23 use treatment, community-based drug education, support, and frequent reviews with the courts.

24 E. More than sixty percent (60%) of drug court participants have co-occurring mental
25 health issues and evidence-based practices indicate a model of care that integrates treatment
26 and services that address both the substance use disorders and mental health issues.

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

1 accused of certain crimes.

2 G. Contractor has Misdemeanor Incompetent to Stand Trial (MIST) Court to provide
3 treatment to individuals found incompetent to stand trial on misdemeanor charges.

4 H. Contractor has Felony Incompetent to Stand Trial (FIST) to provide treatment to
5 individuals living with a mental health disorder included in the current Diagnostic and Statistical
6 Manual of Mental Disorders and has been found incompetent to stand trial. The court may also
7 determine it is not in the interest of justice to restore the person to competency.

8 I. Contractor has Community Assistance, Recovery, and Empowerment (CARE) Court to
9 provide treatment to individuals living with schizophrenia spectrum, other psychotic disorders, or
10 bipolar I disorder with psychotic features, who are experiencing severe impairment and who
11 meet health and safety criteria.

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

15 K. Contractor is in need of mental health and substance use treatment and supportive
16 services, case management, care coordination, data gathering, and outcome evaluation for the
17 BHC, FBHC, Misdemeanor Drug Courts, Felony Drug Court, MHDC, MIST Court, FIST Court,
18 and CARE Court.

19 L. County through its Department of Behavioral Health (DBH) has funding through its
20 remaining Department of State Hospitals (DSH) Pilot funds to secure collaborative care
21 coordination to provide these services. County through DBH has funding available to support
22 Drug Court services through Behavioral Health Realignment out of the Local Revenue Fund
23 2011.

24 M. Contractor is able and willing to provide BHC, FBHC, Misdemeanor Drug Courts, Felony
25 Drug Court, MHDC, MIST, FIST, and CARE Court care coordinators, their daily direction, and a
26 workspace adjacent to their respective courtrooms to maximize their productivity.

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

1 The parties therefore agree as follows:

2 **Article 1**

3 **Contractor's Services**

4 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
5 Exhibit A-1 and Exhibit A-2 to this agreement, titled "Fresno County Department of Behavioral
6 Health Scope of Work".

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

9 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
10 applicable federal, state, and local laws and regulations in the performance of its obligations
11 under this Agreement, including but not limited to workers compensation, labor, and
12 confidentiality laws and regulations. Additionally, Contractor shall comply with laws, regulations,
13 and requirements in Exhibit B to this Agreement, titled "Fresno County Behavioral Health
14 Requirements".

15 **Article 2**

16 **County's Responsibilities**

17 2.1 The County shall provide oversight and collaborate with Contractor, other County
18 Departments and community agencies to help achieve program goals and outcomes.
19 "Oversight" includes, but is not limited to, coordination with Department of Health Care Services
20 (DHCS) in regard to program administration and outcomes. County shall work with Contractor to
21 evaluate the progress and efficiency of the program, including independent evaluation of
22 component parts when needed, and County will be available to Contractor for ongoing
23 consultation.

24 2.2 County shall participate in evaluating the progress of the overall program, levels of
25 care components, and the efficiency of collaboration with the Contractor staff and will be
26 available to Contractor for ongoing consultation. County shall receive and analyze statistical
27 outcome data from the Contractor throughout the term of contract. County shall notify the
28 Contractor when additional participation is required. The performance outcome measurement

1 process will not be limited to survey instruments but will also include, as appropriate, persons
2 served and staff surveys, chart reviews, and other methods of obtaining required information.

3 2.3 County's DBH shall keep Contractor informed of the provisions of any laws and
4 regulations related to the provision of services in the courts as described in Exhibit A-1 and
5 Exhibit A-2, and the adjudication of such persons to ensure that Contractor is in compliance with
6 these requirements.

7 **Article 3**

8 **Compensation, Invoices, and Payments**

9 3.1 The County agrees to pay, and the Contractor agrees to receive compensation for
10 the performance of its services under this Agreement as described in Exhibit C to this
11 Agreement, titled "Fresno County Department of Behavioral Health Financial Terms and
12 Conditions".

13 3.2 **Additional Fiscal Requirements.** The Contractor shall comply with all Fiscal
14 requirements in Exhibit C to this Agreement.

15 **Article 4**

16 **Term of Agreement**

17 4.1 **Term.** This Agreement is effective on July 1, 2026, and terminates on June 30, 2028
18 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
19 below.

20 4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
21 year period only upon written approval of both parties at least thirty (30) days before the first day
22 of the next one-year extension period. The County's DBH Director or his or her designee is
23 authorized to sign the written approval on behalf of the County based on the Contractor's
24 satisfactory performance. The extension of this Agreement by the County is not a waiver or
25 compromise of any default or breach of this Agreement by the Contractor existing at the time of
26 the extension whether or not known to the County.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director, Department of Behavioral Health
7 County of Fresno
8 5260 N. Palm Ave. Ste. 321
9 Fresno, CA 93704

10 **For the Contractor:**

11 Court Executive Officer
12 Superior Court of California, County of Fresno
13 1000 Van Ness Ave
14 Fresno, CA 93724

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
18 for or permitted under this Agreement must be in writing, state that it is a notice provided under
19 this Agreement, and be delivered either by personal service, by first-class United States mail, by
20 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
21 Document Format (PDF) document attached to an email.

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

23 (B) A notice delivered by first-class United States mail is effective three (3) County
24 business days after deposit in the United States mail, postage prepaid, addressed to the
25 recipient.

26 (C) A notice delivered by an overnight commercial courier service is effective one (1)
27 County business day after deposit with the overnight commercial courier service,
28 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if

1 such transmission is completed outside of County business hours, then such delivery is
2 deemed to be effective at the next beginning of a County business day), provided that
3 the sender maintains a machine record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
5 nothing in this Agreement establishes, waives, or modifies any claims presentation
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
7 of Title 1 of the Government Code, beginning with section 810).

8 **Article 6**

9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds
12 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
13 Contractor, may:

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

16 **6.2 Termination for Breach.**

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

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

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

- 25 (1) Obtained or used funds illegally or improperly;
- 26 (2) Failed to comply with any part of this Agreement;
- 27 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 28 (4) Improperly performed any of its obligations under this Agreement.

1 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 7.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 **Article 8**

6 **Indemnity and Defense**

7 8.1 **Indemnity.** Each party shall indemnify and hold harmless and defend the other party
8 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
9 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
10 any kind to the County, the Contractor, or any third party that arise from or relate to the
11 performance or failure to perform by the indemnifying party (or any of its officers, agents,
12 subcontractors, or employees) under this Agreement. The indemnified party may conduct or
13 participate in its own defense without affecting the indemnifying party's obligation to indemnify
14 and hold harmless or defend the indemnified party.

15 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

16 **Article 9**

17 **Insurance**

18 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
19 Agreement.

20 **Article 10**

21 **Inspections, Audits, and Public Records**

22 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may examine at any time during business hours and as often as the County deems
24 necessary, all of the Contractor's records and data with respect to the matters covered by this
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
26 request by the County, permit the County to audit and inspect all of such records and data to
27 ensure the Contractor's compliance with the terms of this Agreement.

1 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 (3) years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 10.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

10 (A) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose this Agreement to the public or such governmental
12 agency.

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

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

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

24 (E) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
26 people's business of the State of California under California Constitution, Article 1,
27 section 3, subdivision (b).
28

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

5 **10.4 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five (5) business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least ten (10) days' advance written notice
22 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 County demand for any such records.

1 **Article 11**

2 **Data Security**

3 11.1 The Contractor shall be responsible for the privacy and security safeguards, as
4 identified in Exhibit E to this agreement, titled "Data Security." To the extent required to carry out
5 the assessment and authorization process and continuous monitoring, to safeguard against
6 threats and hazards to the security, integrity, and confidentiality of any County data collected
7 and stored by the Contractor, the Contractor shall afford the County access as necessary at the
8 Contractor's reasonable discretion, to the Contractor's facilities, installations, and technical
9 capabilities. If new or unanticipated threats or hazards are discovered by either the County or
10 the Contractor, or if existing safeguards have ceased to function, the discoverer shall
11 immediately bring the situation to the attention of the other party.

12 **Article 12**

13 **General Terms**

14 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 (A) Notwithstanding the above, non-material changes to services, staffing, and
19 responsibilities of the Contractor, as needed, to accommodate changes in the laws
20 relating to service requirements, may be made with the signed written approval of
21 County's DBH Director, or designee, and Contractor through an amendment approved
22 by County's County Counsel and the County's Auditor-Controller/Treasurer-Tax
23 Collector's Office. Said modifications shall not result in any change to the maximum
24 compensation amount payable to Contractor, as stated herein.

25 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
26 under this Agreement without the prior written consent of the other party.

27 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
28 or related to this Agreement.

1 12.4 **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 12.5 **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 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 12.8 **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 12.9 **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 Contractor shall take affirmative action to ensure that services to intended beneficiaries
24 are provided without use of any policy or practice that has the effect of discriminating on the
25 basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification,
26 sex, sexual orientation, gender, gender identity, age, medical condition, genetic information,
27 health status or need for health care services, or mental or physical disability.

28 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation

1 of the Contractor under this Agreement on any one or more occasions is not a waiver of
2 performance of any continuing or other obligation of the Contractor and does not prohibit
3 enforcement by the County of any obligation on any other occasion.

4 **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
5 between the Contractor and the County with respect to the subject matter of this Agreement,
6 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
7 publications, and understandings of any nature unless those things are expressly included in
8 this Agreement. If there is any inconsistency between the terms of this Agreement without its
9 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
10 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
11 exhibits.

12 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
13 create any rights or obligations for any person or entity except for the parties.

14 **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

20 **12.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
21 electronic signature as provided in this section.

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

27 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
28 equivalent to a valid original handwritten signature of the person signing this Agreement

1 for all purposes, including but not limited to evidentiary proof in any administrative or
2 judicial proceeding, and (2) has the same force and effect as the valid original
3 handwritten signature of that person.

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

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

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

14 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
15 original, and all of which together constitute this Agreement.

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

2 Superior Court of California, County of
3 Fresno

COUNTY OF FRESNO

4 By: 

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

6 Print Name: Jeffrey Y. Hamilton, Jr.

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

7 Title: Presiding Judge

9 Date: 5/20/26

By: _____
Deputy

10 1100 Van Ness Ave
11 Fresno Ca, 93724

14 For accounting use only:

15 Org No.: 56302361 (Court Coordinator), 56302091 (Drug Court Support Services)
16 Account No.: 7295
17 Fund No.: 0001
18 Subclass No.: 10000

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCOPE OF WORK

I. PROGRAM NAME

Court Coordinator Services

II. BACKGROUND

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

Court coordinators are responsible for increasing service access, building capacity and removing barriers for those in the justice system that are in need of substance use and mental health treatment and supportive services.

III. DESCRIPTION OF SERVICES

a. Services Start Date:

Services shall start on July 1, 2026.

b. Summary of Services:

The Court Coordinator shall provide a variety of services to the Contractor including administrative and program duties in the operation of Fresno County Specialty Courts, also known as Collaborative Treatment Courts.

Court Coordinator services are as follows:

- i. Serve as a liaison between the judge presiding over the Collaborative Treatment Court, various County Departments responsible for providing mental health, substance use treatment and related services, community supervision and community-based organizations and private providers who

have agreed to provide services to each treatment court.

- ii. Provide care coordination and program development activities that increase access, build capacity, and remove barriers for those involved in the justice system in need of treatment and support services.
- iii. Collect agreed upon court reports from treatment providers.
- iv. Plan, facilitate and participate in the Collaborative Treatment Court team meetings and Court case staffings.
- v. Coordinate the intakes and various initial screenings and assessments that provide the Collaborative Treatment Court team an accurate understanding of the participants' and families' needs.
- vi. Provide administrative assistance in the monitoring of the treatment plan regarding its effectiveness and compliance by treatment providers.
- vii. Identify and analyze resources and treatment providers in the community.
- viii. Encourage treatment providers to maintain updated Dashboard profiles.
- ix. Identify gaps in services and assist in the development of resources in the community to fill in said gaps through collaboration. Assisting in the development, coordination, and support of grant procurement efforts in collaboration with the administrative leadership and other relevant stakeholders.
- x. Collect, compile and report monthly data collection and reporting including, but not limited to: total number of persons served, number of new referrals received, number of participants currently active in program, total number of cases called, number of participants appearing, number of participants failing to appear, number of participants graduated or completed, number of terminated participants, total number of new applications, number of

accepted applications, number of declined/denied/ineligible applications, number of continued applications, staffing dates and court dates.

- xi. Perform other activities associated with program planning and development, and other duties as assigned.

The specific Collaborative Treatment courts that will be served by the Court Coordinator under this Agreement are described as follows:

- i. Behavioral Health Court (BHC)

- a. Description: The Contractor has BHC to provide treatment and rehabilitation to persons whose mental illness contributes to their criminal behavior. The goal of the BHC is to reduce the length of confinement for adult offenders with a serious mental illness, improve their mental health and well-being, and reintegrate them into their communities.

- ii. Family Behavioral Health Court (FBHC)

- a. Description: The Contractor has FBHC to provide treatment and rehabilitation to youths whose mental illness contributes to their non-violent criminal behavior. The goal of the FBHC is to reduce the length of confinement for juvenile offenders with a serious emotional disturbance, improve their mental health and well-being, and reintegrate them into their communities.

- iii. Misdemeanor Drug Court also known as Adult Drug Court (ADC)

- a. Description: The Contractor has Adult Criminal PC 1000, Proposition 36 and Post-Conviction Drug Courts (Drug Courts or ADC) to provide intensive supervision, substance use treatment, community-based drug education, support, and frequent reviews with the courts. According to the National Association of Drug Court Professionals, studies show that more than sixty percent (60%) of ADC participants typically have co-occurring mental health issues and evidence-based practices indicate a model of care that integrates treatment and services that address both

the substance use disorders and mental health issues.

iv. Felony Drug Court

- a. Description: The Contractor has Felony Drug Court to provide intensive supervision, substance use treatment, community-based drug education, support, and frequent reviews with the courts. According to the National Association of Drug Court Professionals, studies show that more than sixty percent (60%) of ADC participants typically have co-occurring mental health issues and evidence-based practices indicate a model of care that integrates treatment and services that address both the substance use disorders and mental health issues. As a result of Proposition 36, “treatment-mandated felonies” were created if a person possesses a hard drug (meth, fentanyl, heroin, cocaine or PCP) and has two prior convictions for drug-related offenses. This approach incentivizes those with serious drug addictions to receive substance use and/or mental health treatment.

v. Mental Health Diversion Court (MHDC)

- a. Description: The Contractor has MHDC to provide treatment if the person suffers from a mental health disorder included in the current Diagnostic and Statistical Manual of Mental Disorders, the symptoms of which can respond to treatment.

vi. Misdemeanor Incompetent to Stand Trial (MIST)

- a. Description: The Contractor has MIST to provide treatment for individuals found incompetent to stand trial on misdemeanor charges. The Contractor recognizes that defendants in MIST Court are not voluntary participants like they are in the other courts discussed in this Agreement. In MIST Court, the County is permitted to share confidential mental health information only if there is a signed authorization or court order authorizing the County to share defendant’s confidential mental health information.

vii. Felony Incompetent to Stand Trial (FIST)

- a. Description: The Contractor has FIST to provide treatment if the person suffers from a mental health disorder included in the current Diagnostic and Statistical Manual of Mental Disorders and has been found incompetent to stand trial. The court has further determined it is not in the interest of justice to restore the person to competency.
- viii. Community Assistance Recovery and Empowerment (CARE) Court
- a. Description: The Contractor has CARE Court to assist with coordination and provide services to the individuals involved with the CARE Act process.

Department room, presiding judge and court dates vary and may change based on the Contractor's operational needs.

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCOPE OF WORK

I. **PROGRAM NAME**

Misdemeanor Drug Court Services

II. **BACKGROUND**

There are three levels of Misdemeanor Drug Court: PC1000, Proposition 36, and STAR Post-Conviction Drug Court. They are collectively referred to as "Misdemeanor Drug Court". The following are services provided by Contractor and the staff funded through this Agreement.

Defendants who wish to enter PC 1000 Drug Court do so before entering a plea, after their eligibility for diversion has been determined by their attorney, and suitability has been determined by the court. Substance Abuse Specialists screen each defendant to assess their level of addiction and recommend either education or treatment. Once defendants enter the drug court program, they are referred to as participants.

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

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

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

III. **DESCRIPTION OF SERVICES**

a. Services Start Date:

Services shall start on July 1, 2026.

b. Summary of Services

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

- i. Prepare the files for court.
- ii. Prepare the court calendar.
- iii. Print and distribute copies of the calendar to the appropriate parties, including but not limited to participating staff from Superior Court, Office of the Public Defender, Office of the District Attorney, Fresno County Sheriff's Office, County Department of Public Health, County Department of Behavioral Health (DBH), County Probation Department, school district mental health practitioners and community mental health treatment providers.
- iv. Calendar any Violation of Probation (VOP) hearings requested by probation.
- v. Coordinate and track distribution of participant incentives and bus tokens.
- vi. File all reports received from the various drug court team members prior to the drug court hearings.
- vii. Receive "Applause" lists and organize lists by participant status, i.e., in compliance, out of compliance, and remands.
- viii. Receive and file-stamp documents.
- ix. Complete all worksheets for entry.
- x. Answer questions from the drug court team members, the treatment providers, and Fresno County Jail (FCJ).

- xi. Serve as liaison between courtroom and care coordination services.
- xii. Complete minute orders/worksheets for data entry.
- xiii. Process prison packets.
- xiv. Distribute minute orders to the probation officer, attorneys, and participants.
- xv. Distribute minute orders to the FCJ.
- xvi. File cases.

FRESNO COUNTY BEHAVIORAL HEALTH REQUIREMENTS

I. General Requirements

- a. **Guiding Principles.** Contractor shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit B – Attachment A to this Agreement, titled “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery.”
- b. **Licenses/Certificates.** Throughout the term of this Agreement, Contractor and Contractor’s staff shall maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, the County of Fresno, and any other applicable governmental agencies. Contractor shall notify County immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any appeal related thereto. Additionally, Contractor and Contractor’s staff shall comply with all applicable laws, rules or regulations, as may now exist or be hereafter changed.
- c. **Training.** Contractor agrees that its employees, volunteers, interns, and student trainees or subcontractors of Contractor, in each case, are expected to perform professional services per an agreement with County.
- d. **Reports.** The Contractor shall submit the following reports and data:
 - i. **Outcome Data.** Contractor shall submit to County program data, as requested to assist with completing necessary County outcomes.
 - ii. **Staffing Report.** Contractor shall submit monthly staffing reports by the 15th of each month that identify all direct service and support staff by first and last name, applicable licensure/certifications, and full-time hours worked. This information will be used to determine if Contractor’s program is staffed according to the requirements of this Agreement.
 - iii. **Monthly Data Reports.** Contractor shall submit to County’s DBH, Monthly Data Reports which include, but is not limited to, data points described in Exhibit B – Attachment B to this Agreement, titled “Court Coordination Services Data Collection Tool.”

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

e. Compliance with Behavioral Health Specific Laws.

- i. Contractor shall provide services in conformance with all applicable State and Federal statutes, regulations and sub regulatory guidance, as from time to time amended, including but not limited to:
 1. California Code of Regulations, Title 9;
 2. California Code of Regulations, Title 22;
 3. California Welfare and Institutions Code, Division 5;
 4. United States Code of Federal Regulations (CFR), Title 42, including but not limited to Parts 438 and 455;
 5. United States CFR, Title 45;
 6. United States Code, Title 42 (The Public Health and Welfare), as applicable;
 7. Balanced Budget Act of 1997;
 8. Health Insurance Portability and Accountability Act (HIPAA); and
 9. Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as Behavioral Health Information Notices (BHINs), Mental Health and Substance Use Disorder Services Information Notices (MHSUDS INs), and provisions of County's, state or federal contracts governing services for persons served.
- ii. In the event any law, regulation, or guidance referred to in this section is amended during the term of this Agreement, the parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

- iii. Contractor recognizes that County operates its behavioral health programs under an agreement with DHCS, and that under said agreement the State imposes certain requirements on County and its subcontractors.
- f. **Meetings.** Contractor shall participate in monthly, or as needed, workgroup meetings consisting of staff from County's DBH to discuss service requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise. Contractor shall also participate in other County meetings, such as but not limited to quality improvement meetings, provider meetings, audit meetings, Behavioral Health Board meetings, bi-monthly contractor meetings, etc. Schedule for these meetings may change based on the needs of the County.
- g. **Monitoring.** Contractor agrees to extend to County's staff, County's DBH and the California Department of Health Care Services (DHCS), or their designees, the right to review and monitor records, programs, or procedures, at any time, in regard to persons served, as well as the overall operation of Contractor's programs, in order to ensure compliance with the terms and conditions of this Agreement.
- h. **Generative Artificial Intelligence Technology Use & Reporting**
 - i. During the term of this Agreement, Contractor must notify the County in writing if their services or any work under this Agreement includes, or makes available, any Generative Artificial Intelligence (GenAI) technology, including GenAI from third parties or subcontractors.
 - 1. Contractor's notification must include:
 - a. The name and description of the GenAI tool used.
 - b. The purpose and manner in which the GenAI tool is used in performing services under this Agreement.
 - c. The safeguards and controls in place to ensure data security, confidentiality and compliance with applicable laws and regulations.
 - ii. Contractor must also notify the County of any new or previously undisclosed GenAI technology introduced before and during the term of this Agreement. At the direction of the County, Contractor shall discontinue the use of any GenAI technology used in the service or any

work under this agreement that materially impacts functionality, risk, or contract performance until such use has been reviewed by the County.

i. Confidentiality.

- i. The County and the Contractor may have access to information that the other considers to be a trade secret as defined in California Government Code section 7924.510(f).
- ii. Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other Party for the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.
- iii. The Contractor shall not disclose the County's data except to any third parties as necessary to operate the Contractor Products and Services (provided that the Contractor hereby grants to the County, at no additional cost, a non-perpetual, noncancelable, worldwide, nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Contractor Products and Services by the Contractor, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor Products and Services and any other legitimate business purpose, subject to all legal restrictions regarding the use and disclosure of such information).
- iv. Upon termination of the Agreement, or upon a Party's request, each Party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.
- v. All services performed by the Contractor shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, California Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.

vi. Contractor shall ensure that its personnel understand the confidentiality of the information shared by the participants in the courts described in Exhibit A and that its personnel execute and comply with Exhibit B – Attachment C to this Agreement, titled “Fresno County Confidentiality Requirements Acknowledgement and Agreement.”

j. **Physical Accessibility.** In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for persons served with physical or mental disabilities.

k. Publicity Prohibition.

i. **Self-Promotion.** None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for Contractor’s advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

ii. **Public Awareness.** Notwithstanding the above, publicity of the services described in Exhibit A of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by County’s DBH Director or designee. Communication products must follow DBH branding standards, including typefaces and colors, to communicate our authority and project a unified brand. This includes all media types, platforms, and all materials on and offline that are created as part of DBH’s efforts to provide information to the public.

l. Child Abuse Reporting Act.

i. Contractor shall establish a procedure acceptable to the County’s DBH Director, or designee, to ensure that all of the Contractor’s employees, consultants, subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal Code, and performing services under this Agreement shall report all known or suspected child abuse or neglect to a child protective agency as defined in Penal Code section 11165.9. This procedure shall include:

1. A requirement that all Contractor’s employees, consultants, subcontractors or agents performing services shall sign a

statement that they know of and will comply with the reporting requirements as defined in Penal Code section 11166(a).

2. Establishing procedures to ensure reporting even when employees, consultants, subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

II. **Inspection and Audit Requirements**

- a. **Internal Auditing.** Contractor shall institute and conduct a Quality Assurance Process for all services provided hereunder.

Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County as requested by the County.

- b. **Access to Records.** Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement.

III. **Right to Monitor**

- a. **Right to Monitor.** County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, records of persons served, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this Agreement.
- b. **Cooperation.** Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

- c. **Probationary Status.** County reserves the right to place Contractor on probationary status should Contractor fail to meet performance requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if agreement monitoring and auditing corrective actions are not resolved within specified timeframes.
- d. **Record Retention.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Agreement, including grievance and appeal records, for a period of no less than ten (10) years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, records of persons served, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for persons served.
- e. **Facilities and Assistance.** Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
- f. **County Discretion to Revoke.** County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.
- g. **Site Inspection.** Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety

and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work of the Contractor.

IV. Compliance Requirements

a. Internal Monitoring and Auditing

- i. Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing practices, licensure/certification verification and adherence to County, State and Federal regulations.
- ii. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy and PPG Prevention, Detection, Correction of Fraud, Waste and Abuse which will be provided to Contractor at its request.

b. Program Integrity Requirements

- i. Contractor shall fully cooperate with all audits, reviews, or investigations conducted by the DBH Compliance Office. Never conceal, falsify, or alter records, provide false information, or otherwise obstruct any audit or investigation.
- ii. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.

- V. Federal and State Laws.** Contractor and County mutually agree to maintain the confidentiality of records and information of persons served in compliance with all applicable State and Federal statutes and regulations. The Parties shall inform all of their employees and agents who perform services under this Agreement of the confidentiality provisions of all applicable statutes.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

DBH VISION:

Health and well-being for our community.

DBH MISSION:

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

DBH GOALS:

Quadruple Aim

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

GUIDING PRINCIPLES OF CARE DELIVERY:

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

1. Principle One - Timely Access & Integrated Services

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

2. Principle Two - Strengths-based

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

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

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

4. Principle Four - Inclusive of Natural Supports

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

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

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

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

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

- 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

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

**FRESNO COUNTY
CONFIDENTIALITY REQUIREMENTS
ACKNOWLEDGEMENT AND AGREEMENT**

I. INTRODUCTION

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

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

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

II. LAWS PERTAINING TO CONFIDENTIALITY

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

III. COURT POLICY REGARDING CONFIDENTIALITY

As a matter of policy and in compliance with Federal and State laws, all Court personnel must know the Court policies and procedures regarding confidential information, including Protected Health Information as defined by HIPAA (all requirements under HIPAA are defined in the County Agreement with the Court), that are necessary and appropriate to carry out his/her function for Court. Court personnel must also exercise extreme care in the use of confidential information obtained from clients, case records, fellow workers, records and employees of other agencies, and from any other source. Court personnel are to refrain from seeking confidential information on clients if that information is not necessary to carry out his/her work. Commentary regarding clients as recorded in case records shall be limited to formal discussions that are pertinent to the provision of services to clients and/or to the formal training of workers. All Court personnel shall make reasonable efforts to limit requests for and disclosures of protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Participation in “gossip sessions” at any time with anyone regarding clients and/or records is contrary to Court policy and to the law.

Handling case records or other documents which contain client information in such a way that the document is open to view by others is also contrary to Court policy and the law. No unauthorized person is permitted to accompany any Court personnel in interviews with clients, whether these interviews take place on our work site, in a client’s home, or elsewhere.

IV. ACKNOWLEDGEMENT AND AGREEMENT

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

Name (please print)

Signature

Title

Date

WITNESS:

Signature

Title

Date

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH FINANCIAL TERMS AND CONDITIONS

This Exhibit sets forth the financial terms and conditions, including compensation, invoicing, billing, audits, and other fiscal requirements, and is incorporated into the Agreement between County and Contractor. County shall ensure timely and accurate compensation for services delivered and fulfill all responsibilities associated with funding sources under this Agreement.

I. Compensation

County shall compensate Contractor for services rendered under this Agreement, subject to the limitations and conditions herein. Compensation under this Agreement shall be paid only for services performed in accordance with its terms, while the Agreement is in effect, and subject to the amounts stated in this section. County employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

a. Total Maximum Compensation

In no event shall total compensation payable to Contractor for all services provided under this Agreement exceed Four Hundred Fifty-One Thousand Three Hundred Thirty-Five and No/100 Dollars (\$451,335.00), during the entire term of this Agreement.

The maximum compensation may be increased only through a written amendment, contingent on the availability of sufficient funds.

i. Illustrative Table

Fiscal Year (FY)	Total FY Maximum Compensation
FY 2026-27	\$150,445.00
FY 2027-28	\$150,445.00
FY 2028-29	\$150,445.00
	\$451,335.00

b. Maximum Compensation

For each fiscal year covered by this Agreement, the maximum compensation payable to Contractor shall be as follows:

July 1, 2026 – June 30, 2027: One Hundred Fifty Thousand Four Hundred Forty-Five and No/100 Dollars (\$150,445.00)

July 1, 2027 – June 30, 2028: One Hundred Fifty Thousand Four Hundred Forty-Five and No/100 Dollars (\$150,445.00)

July 1, 2028 – June 30, 2029: One Hundred Fifty Thousand Four Hundred Forty-Five and No/100 Dollars (\$150,445.00)

These amounts will be reimbursed based on actual costs in accordance with the approved budget in Exhibit C – Attachment A, up to the FY maximum listed above.

See tables below for compensation breakdown by Fiscal Year and the personnel salaries for this Agreement.

Court Coordinator Services: County shall reimburse Contractor the actual monthly amount Contractor pays to provide care coordinator services as described in Exhibit A-1 up to an annual maximum amount of \$70,000. Reimbursement is available only for activities delivered as required under this Agreement.

BUDGET CATEGORIES Line Item Description	FY 26-27	FY 27-28	FY 28-29
PERSONNEL SALARIES			
Court Coordinator - 0.50 FTE	\$169,875.04	\$169,875.04	\$ 169,875.04
Court Coordinator - 0.75 FTE	\$ 151,432.82	\$ 151,432.82	\$ 151,432.82
TOTAL PROGRAM EXPENSES	\$ 321,307.86	\$ 321,307.86	\$ 321,307.86
TOTAL AMOUNT TO BE REIMBURSED	\$ 70,000	\$ 70,000	\$ 70,000

Drug Court Services: County agrees to pay Contractor and Contractor agrees to receive compensation for Drug Court services as described in Exhibit A-2 up to an annual maximum amount of \$80,445. Reimbursement is available only for expenses incurred and activities delivered pursuant to budget details below.

BUDGET CATEGORIES Line Item Description	FY 26-27	FY 27-28	FY 28-29
PERSONNEL SALARIES			
Judicial Assistant - 0.40 FTE	\$ 114,368.00	\$ 114,368.00	\$ 114,368.00
Judicial Assistant - 0.40 FTE	\$ 100,469.23	\$ 100,469.23	\$ 100,469.23
TOTAL PROGRAM EXPENSES	\$ 214,837.23	\$ 214,837.23	\$ 214,837.23
TOTAL AMOUNT TO BE REIMBURSED	\$ 80,445.00	\$ 80,445.00	\$ 80,445.00

II. Invoices

County shall process and pay Contractor's invoices for services rendered under this Agreement, subject to the limitations and conditions herein. Payment under this Agreement shall be made only for invoices submitted in accordance with its terms, while the Agreement is in effect, and subject to the deadlines and requirements stated in this section. County employees have no authority to authorize payment beyond what is expressly provided in this Agreement.

a. Definition of Acceptable Invoice

Definition

An Acceptable Invoice is a complete, itemized invoice submitted in accordance with the submission requirements set forth in Section II(b) of this Exhibit. Each invoice shall include, at a minimum:

- ii. Contractor's legal name and remit-to address;
- iii. Invoice number and date;
- iv. Contract or Purchase Order (PO) number;
- v. Service period, including start and end dates;
- vi. Itemized description of services, including units and rates;
- vii. Total amount due, reflecting any credits or adjustments; and
- viii. County department or cost center, if applicable.

b. Invoice Submission Deadlines

Contractor shall comply with the following requirements for invoice submission and processing:

- i. Monthly Submission

1. Contractor shall use best efforts to submit monthly invoices, in arrears, by the fifteenth (15th) calendar day of each month.
2. Invoices shall be submitted in the format prescribed by County. This timeline is intended to facilitate prompt processing and does not supersede the final submission deadline specified below.

ii. Submission Method

All invoices shall be submitted electronically to the following recipients:

1. dbhinvoicereview@fresnocountyca.gov
2. dbh-invoices@fresnocountyca.gov
3. DBHForensicServices@fresnocountyca.gov
4. County's assigned DBH Staff Analyst

iii. Illustrative Table

The table below provides an example of FY 2026-2027 invoice deadlines.

Service Month	Target Submission	Initial Invoice Deadline
Jul 2026	Aug 15, 2026	Sep 29, 2026
Aug 2026	Sep 15, 2026	Oct 30, 2026
Sep 2026	Oct 15, 2026	Nov 29, 2026
Oct 2026	Nov 15, 2026	Dec 30, 2026
Nov 2026	Dec 15, 2026	Jan 29, 2027
Dec 2026	Jan 15, 2027	Mar 01, 2027
Jan 2027	Feb 15, 2027	Apr 01, 2027
Feb 2027	Mar 15, 2027	Apr 29, 2027
Mar 2027	Apr 15, 2027	May 30, 2027
Apr 2027	May 15, 2027	Jun 29, 2027
May 2027	Jun 15, 2027	Jul 30, 2027
June 2027	Jul 15, 2027	Aug 29, 2027

c. Invoice Review and Withholding

At the discretion of County, if an invoice is found to be incorrect or is otherwise not in proper form or substance, County may withhold payment for only the portion of the invoice deemed incorrect or improper. Prior to withholding payment, County shall provide Contractor with at least five (5) calendar days' written notice. Contractor shall continue providing services for up to ninety (90) calendar days after receiving notice of the invoice issue while resolution efforts are ongoing. If the invoice remains unresolved to County's satisfaction after the ninety

(90) day period, County may elect to terminate this Agreement, in accordance with the termination provisions outlined in Article 6.

If County fails to provide notice of an incorrect or improper invoice and this results in delay in reimbursement, Contractor may initiate the escalation process through County's DBH Finance Division's Invoice Review Team. This process may include escalation to the DBH Finance Division Manager and ultimately County's DBH Director or designee to ensure timely reimbursement.

If County withholds any portion of an invoice due to incorrect or improper form or substance, Contractor shall resolve the issue and communicate any delays in resolution to County's DBH Finance Division Manager within ninety (90) calendar days of receiving notice of the withholding. Failure to resolve or communicate within this timeframe may result in the withholding being deemed final and non-payable at the sole discretion of County.

Contractor shall submit all initial invoices for services rendered within a given calendar month no later than sixty (60) calendar days following the end of the month in which services are provided. Invoices submitted after this 60-day period may be rejected and not processed for payment.

If the initial invoice is submitted within the required timeframe, supplemental or revised invoices may be submitted within one hundred twenty (120) calendar days following the end of the month in which services were provided. Supplemental invoices will not be accepted if the initial invoice is not submitted timely.

The County shall not process or pay any invoices submitted more than sixty (60) calendar days after the end of the fiscal year in which the services were performed.

d. Payment

County shall make payment to Contractor in arrears for services provided during the preceding month, within forty-five (45) calendar days after receipt, verification, and approval of the invoice by County.

Payments shall be made upon certification or other proof satisfactory to County that services have been performed or actual expenditures incurred in accordance with this Agreement. Any compensation not expended by Contractor pursuant to this Agreement shall automatically revert to County.

i. Incidental Expenses

Contractor shall be solely responsible for all costs and expenses not identified as reimbursable by County under this Agreement. Such costs

include, but not limited to, administrative overhead, travel, and other incidental expenses.

III. Recoupments and Audits Requirements

a. Recoupment Process

County shall recapture from Contractor the value of any services or expenditures determined to be ineligible based on County or State monitoring results. County may enter into a repayment agreement with Contractor for up to twelve (12) months, with the option to extend to a total of twenty-four (24) months at County discretion. Repayment agreements require written approval by County. County may offset repayment amounts against future invoices or recoup all funds immediately. These remedies are not exclusive, and County may pursue other means of recovery.

Contractor shall be financially liable for all disallowances or audit exceptions identified through State audits, County utilization reviews, or other oversight processes. Disallowed amounts must be remitted within forty-five (45) calendar days or will be withheld from subsequent payments. Contractor shall not receive reimbursement for any services disallowed or denied by County or State review processes.

Contractor shall reimburse County for all overpayments identified by any oversight entity within required timeframes. Funds owed must be paid within forty-five (45) calendar days of notification or will be offset against future payments.

b. Audit Requirements

The following requirements apply to all audits and reviews conducted under this Agreement.

Contractor shall cooperate fully with County, DHCS, or other regulatory bodies in any audit or review, including providing access to records, documents, and facilities. Contractor shall allow inspection and audit for ten (10) years following the Agreement's end date or until any audit or investigation is resolved, whichever is later, pursuant to 42 C.F.R. §§ 438.3(h) and 438.230(i)(3)(i-iii).

c. Single Audit Clause

If Contractor expends One Million Dollars (\$1,000,000.00) or more in Federal or Federal flow-through funds in any fiscal year, Contractor shall conduct an annual audit in accordance with the Single Audit Standards as set forth in Office of Management and Budget (OMB) 2 CFR 200. The audit report and management letter shall be submitted to County within nine (9) months of the fiscal year end. The audit must include either a statement of findings or a statement that no findings were identified. If findings exist, Contractor shall provide a corrective

action plan signed by an authorized representative and take prompt action to address any material non-compliance or weakness.

Failure to perform the required audit may result in County conducting the audit or contracting with a public accountant to perform the audit at Contractor's expense. Audit costs related to this Agreement are the sole responsibility of Contractor.

If Contractor's Federal expenditures do not meet the Single Audit Clause threshold, Contractor shall perform a program audit and submit to County within nine (9) months of the fiscal year end. The program audit must attest to Contractor's financial solvency and compliance with Agreement requirements.

Contractor shall make all records and accounts available for inspection by County, the State, the Controller General of the United States, the Federal Grantor Agency, or their authorized representatives at all reasonable times for a period of at least three (3) years following the final payment under this Agreement or until all pending matters are resolved, whichever is later.

d. Audit Requirements for Pass-Through Entities

If County determines that Contractor is a "subrecipient" or pass-through entity as defined in 2 C.F.R. § 200, Contractor shall comply with all applicable cost principles, administrative requirements, and audit standards, including those governing claims for payment or reimbursement.

Financial audit reports must include a separate schedule identifying all funds received from or passed through the County. This schedule shall specify the Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the County's DBH Director or designee. The County's Director or designee is responsible for providing the audit report to the County Auditor.

Contractor shall submit the financial audit report, including all attachments, the management letter, and any corresponding response to County within six (6) months of the end of the audit year. The County will forward the report to the County Auditor.

Any required corrective action plan must be submitted to County at the same time as the audit report or as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

IV. Additional Compliance and Reporting Requirements

Contractor acknowledges and agrees that its obligations under this Agreement are subject to all applicable local, State, and Federal laws and regulations, including but not limited to those governing Medi-Cal, HIPAA, and the False Claims Act.

a. Notification of Changes

Contractor shall provide written notice to County of any material change affecting the performance of this Agreement, including but not limited to:

i. Organizational Changes

Changes in organizational name, Head of Service, or principal business address.

ii. Service Location Changes

Change in any service-delivery location. Notice shall be provided at least six (6) months in advance to allow County sufficient time to comply with site certification requirements. Such notice will become part of this Agreement upon written acknowledgment by the County, provided the change of address does not conflict with any other provisions of this Agreement.

iii. Ownership, Licensure, or Capacity Changes

Any change in ownership, organizational status, licensure, or Contractor's ability to provide the quantity or quality of the contracted services. Notice shall be provided immediately and no later than fifteen (15) calendar days following the change.

Failure to provide timely notice as required herein may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with the provisions outlined in Article 6.

b. Record Maintenance and Retention

Contractor shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records include, but are not limited to:

i. Service Delivery Documentation

Monthly summary sheets, sign-in sheets, and other primary source documents supporting services provided.

ii. Fiscal Records

All financial records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds,

tangible assets, revenues, and expenditures. Fiscal records shall also comply with the requirements set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

iii. Retention Requirements

Contractor shall retain all service and financial records for a minimum of ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.

iv. Access and Compliance

Contractor shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

c. Financial Reports

Contractor shall submit audited financial reports to County on an annual basis. The audit shall:

i. Standards

Be conducted in accordance with GAAP and generally accepted auditing standards.

ii. Submission Timeline

The audit report, including all attachments, the management letter, and any corresponding response, must be submitted to County within six (6) months of the end of the audit year.

iii. Corrective Action

If findings are identified, Contractor shall provide a corrective action plan signed by an authorized representative at the time of submission or as soon thereafter as available. County shall monitor implementation of the corrective action plan as it relates to services provided under this Agreement.

Failure to submit required financial reports within the specified timeframe may result in corrective action, including withholding of payment or termination of this Agreement, in accordance with Article 6.

d. Agreement Termination

In the event this Agreement is terminated, reaches its designated term, or Contractor ceases operations, Contractor shall:

i. Delivery of Records

Provide or make available to County all financial and service records accumulated under this Agreement, whether completed, partially completed, or in progress, within seven (7) calendar days of the termination or end date.

Failure to comply with these requirements may result in withholding payment or other remedies available to the County under Article 6.

e. Restrictions and Limitations

This Agreement is subject to all restrictions, limitations, and conditions imposed by County, State, or Federal funding sources that may affect the fiscal provisions or funding for this Agreement. Key provisions include:

i. Funding Contingency

This Agreement is contingent upon sufficient funds being made available by County, State, or Federal sources for the term of this Agreement. If the State or Federal governments reduce funding, County shall meet with Contractor to discuss renegotiating the services required.

ii. Fiscal Year Funding

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

iii. Delayed Payments

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

f. Compliance with Federal and State Laws

Contractor shall comply with all applicable Federal and State laws and regulations governing the provision of services and the use of funds under this Agreement

Contractor shall maintain documentation demonstrating compliance with these requirements and make such documentation available to County upon request.

g. Restrictions on Fund Redirection

Contractor shall not redirect or transfer funds from one funded program to another funded program under this Agreement, except through a duly executed amendment approved by County.

h. Record Retention and Access

Contractor shall maintain complete, accurate, and current records to demonstrate accountability for all services and fiscal activities under this Agreement. Records shall include, but are not limited to:

- i. Service delivery documentation (e.g., monthly summary sheets, sign-in sheets, and other primary source documents);
- ii. Fiscal records maintained in accordance with Generally Accepted Accounting Principles (GAAP), accounting for all funds, tangible assets, revenues, and expenditures;
- iii. Documentation required under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Retention Requirements:

Contractor shall retain all service and financial records for a minimum of ten (10) years from the date of final payment, the final date of this Agreement, final settlement, or until all audit findings are resolved, whichever is later.

Access and Compliance:

Contractor shall provide County access to all records upon request and comply with all applicable local, State, and Federal laws regarding the maintenance and relinquishment of medical records.

Failure to maintain records in accordance with these requirements may result in withholding of payments or termination of this Agreement, as outlined in Article 6.

Court Coordinator & Drug Court Support Services
Superior Court of California, County of Fresno
Fiscal Year (FY) 2026-27

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Court Coordinator	1.25			\$ 70,000
1102	Judicial Assistant	0.80			80,445
Direct Personnel Admin Salaries Subtotal		2.05	\$ -		\$ 150,445

TOTAL PROGRAM EXPENSES \$ 150,445

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH (2011 Realignment)	80,445
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify) Department of State Hospitals (DSH) Pilot Funds	70,000
8005	Other (Specify)	-
8006	Other (Specify)	-
TOTAL PROGRAM REVENUES		\$ 150,445

TOTAL PROGRAM ESTIMATED REVENUES: \$ 150,445

NET PROGRAM COST: \$ -

**Court Coordinator & Drug Court Support Services
Superior Court of California, County of Fresno
Fiscal Year (FY) 2026-27 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		150,445	
Administrative Positions		150,445	
1101	Court Coordinator	70,000	A portion of the Court Coordinators' annual salaries will be paid through this agreement. Court Coordinators provide a variety of services including administrative and program duties in the operation of Fresno County Specialty Courts, also known as Collaborative Treatment Courts. Administrative and program duties comprise of program planning, program development, data collection, data reporting, and other duties as assigned.
1102	Judicial Assistant	80,445	A portion of the Judicial Assistants' salaries will be paid through this agreement. Judicial Assistants provide a variety of services including administrative and clerical program duties within the Misdemeanor Drug Court, such as preparing files for court, preparing and distributing court calendars, coordinating and tracking distribution of participant incentives and bus tokens.

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 150,445

**Court Coordinator & Drug Court Support Services
Superior Court of California, County of Fresno**

Fiscal Year (FY) 2027-28

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Court Coordinator	1.25			\$ 70,000
1102	Judicial Assistant	0.80			80,445
Direct Personnel Admin Salaries Subtotal		2.05	\$ -		\$ 150,445

TOTAL PROGRAM EXPENSES \$ 150,445

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH (2011 Realignment)	80,445
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify) Department of State Hospitals (DSH) Pilot Funds	70,000
8005	Other (Specify)	-
8006	Other (Specify)	-
TOTAL PROGRAM REVENUES		\$ 150,445

TOTAL PROGRAM ESTIMATED REVENUES: \$ 150,445

NET PROGRAM COST: \$ -

**Court Coordinator & Drug Court Support Services
Superior Court of California, County of Fresno
Fiscal Year (FY) 2027-28 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		150,445	
Administrative Positions		150,445	
1101	Court Coordinator	70,000	A portion of the Court Coordinators' annual salaries will be paid through this agreement. Court Coordinators provide a variety of services including administrative and program duties in the operation of Fresno County Specialty Courts, also known as Collaborative Treatment Courts. Administrative and program duties comprise of program planning, program development, data collection, data reporting, and other duties as assigned.
1102	Judicial Assistant	80,445	A portion of the Judicial Assistants' salaries will be paid through this agreement. Judicial Assistants provide a variety of services including administrative and clerical program duties within the Misdemeanor Drug Court, such as preparing files for court, preparing and distributing court calendars, coordinating and tracking distribution of participant incentives and bus tokens.

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 150,445

**Court Coordinator & Drug Court Support Services
Superior Court of California, County of Fresno**

Fiscal Year (FY) 2028-29

PROGRAM EXPENSES

1000: DIRECT SALARIES & BENEFITS

Direct Employee Salaries

Acct #	Administrative Position	FTE	Admin	Program	Total
1101	Court Coordinator	1.25	\$ -		\$ 70,000
1102	Judicial Assistant	0.80			80,445
Direct Personnel Admin Salaries Subtotal		2.05	\$ -		\$ 150,445

TOTAL PROGRAM EXPENSES \$ 150,445

PROGRAM FUNDING SOURCES

8000: TOTAL PROGRAM REVENUES

Acct #	Line Item Description	Amount
8001	Revenue Allocated by DBH (2011 Realignment)	80,445
8002	Client Fees	-
8003	Client Insurance	-
8004	Grants (Specify) Department of State Hospitals (DSH) Pilot Funds	70,000
8005	Other (Specify)	-
8006	Other (Specify)	-
TOTAL PROGRAM REVENUES		\$ 150,445

TOTAL PROGRAM ESTIMATED REVENUES: \$ 150,445

NET PROGRAM COST: \$ -

**Court Coordinator & Drug Court Support Services
Superior Court of California, County of Fresno
Fiscal Year (FY) 2028-29 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: DIRECT SALARIES & BENEFITS		150,445	
Administrative Positions		150,445	
1101	Court Coordinator	70,000	A portion of the Court Coordinators' annual salaries will be paid through this agreement. Court Coordinators provide a variety of services including administrative and program duties in the operation of Fresno County Specialty Courts, also known as Collaborative Treatment Courts. Administrative and program duties comprise of program planning, program development, data collection, data reporting, and other duties as assigned.
1102	Judicial Assistant	80,445	A portion of the Judicial Assistants' salaries will be paid through this agreement. Judicial Assistants provide a variety of services including administrative and clerical program duties within the Misdemeanor Drug Court, such as preparing files for court, preparing and distributing court calendars, coordinating and tracking distribution of participant incentives and bus tokens.

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 150,445

INSURANCE REQUIREMENTS

I. 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.

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 Article 11 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.

II. **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, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Behavioral Health – Attention Plan Administration, 5260 N. Palm Ave, Suite 300, Fresno CA 93704, or electronically to DBHPlanAdmin@fresnocountyca.gov with a copy to the assigned County’s DBH Staff Analyst, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- b. **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- c. **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- d. **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this 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. **Waivers of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish those waivers, but the Contractor's waivers of subrogation under this paragraph are effective whether or not the Contractor obtains such endorsements.
- f. **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such

charges against any amounts owed by the County to the Contractor under this Agreement.

DATA SECURITY

I. Definitions

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

- 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.
- 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.
- 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 III.c of this Exhibit.
- 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.

II. 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 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;
 - 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 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.

III. 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 III.a of this Exhibit, 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) 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. 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

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.

IV. 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, followed promptly by email at the following email addresses: incidents@fresnocountyca.gov, 559-600-5900, (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 IV.a of this Exhibit, 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, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. 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 IV.e of this Exhibit.
- 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.

V. 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, 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.

- c. The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit. 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.

VI. 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, 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 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 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.

- VII. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit 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.
- VIII. Indemnity.** Each party shall defend, indemnify and hold harmless the other party, its officers, employees, and agents, 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 and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against the indemnified party in relation to the indemnifying party, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit or arising out of or resulting from the indemnifying party's failure to comply with any of its obligations under this section. The provisions of this section do not apply to the acts or omissions of the indemnified party. The provisions of this section are cumulative to any other obligation of the indemnifying party to, defend, indemnify, or hold harmless the indemnified party under this Agreement. The provisions of this section shall survive the termination of this Agreement.
- IX. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit shall survive the termination of this Agreement.
- X. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the

County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

- XI. 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.