

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and **Kings Community Action Organization**, (“Contractor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, County requires assistance with providing services under the Mental Health Services for Domestic Violence Survivors Project in accordance with the Kings County’s Mental Health Services Act (MHSA) Plan; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, to faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration. Payment for service provided under this Agreement is limited to the maximum amount of **\$105,845.76** for **FY 24/25** and **\$110,533.60** for **FY 25/26**.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on the **July 1, 2024**, and terminates on **June 30, 2026**, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for one (1) additional year, under the same terms and conditions. In the event County exercises said option, Contractor shall cooperate with County and execute an amendment extending this agreement.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for

services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert

breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County guaranteeing said coverage to the County prior to work commencing. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

B. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

C. Insurance Limits. Contractor shall obtain the Insurance Policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and

omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

D. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

E. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the Insurance Policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Contractor to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or

any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 et seq.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act ("HIPAA") and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit C**.

Contractor shall execute and comply with the Assurances and Certifications, attached as **Exhibit D**.

Contractor shall ensure equal access to quality care and services that are responsive to diverse populations and shall adopt and implement the national Office of Minority Health ("OMH") Culturally and Linguistically Appropriate Standard ("CLAS"). Attached as **Exhibit E**. Contractor shall demonstrate its compliance with CLAS through policies, training, and cultural competency plans.

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with

rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's

reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County

Kings County Behavioral Health
County of Kings
1222 West Lacey Blvd., Building 13
Hanford, CA 93230
BHContracts@co.kings.ca.us

Contractor

Jeff Garner, Executive Director
Kings Community Action Organization
1130 N. 11th Ave.
Hanford, CA 93230
jcox@kcao.org

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

REMAINDER OF PAGE INTENTIONALLY BLANK


SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

KINGS COMMUNITY ACTION ORGANIZATION


By: _____
Date: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By:  _____
Date: **04/29/2024**
Jeff Garner
Executive Director


ATTEST

By: _____
Date: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO INSURANCE


By: _____
Date: **04/29/2024**
Sarah Poots, Risk Manager

APPROVED AS TO FORM


By: _____
Date: **04/29/2024**
Zachary S. Adams, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: HIPPA

Exhibit D: Assurance and Certifications

Exhibit E: Cultural and Linguistically Appropriate Service Standards (CLAS)

Kings County Behavioral Health
Mental Health Services Act Program
KINGS COMMUNITY ACTION ORGANIZATION
Mental Health Services for Domestic Violence Survivors
SCOPE OF WORK
July 1, 2024 - June 30, 2026

Contractor shall provide mental health program services at the Barbara Saville Shelter (BSS) in accordance with the Kings County Mental Health Services Act (MHSA) Two-Year Program & Expenditure Plan for Fiscal Years 2024-2025 and 2025-2026. Services shall be provided for adults with serious mental illness or who meet the criteria for having a serious mental illness and to children with serious emotional disturbance or who meet criteria for having a serious emotional disturbance. Mental health treatment at the shelter ensures that clients can access co-located mental health services, including assessment, intensive case management, wraparound services, crisis counseling, and therapeutic treatment to address, among other things, PTSD and major depression. Following initial engagement, program staff will provide linkages to consumers to enroll in mental health treatment through the County's mental health plan and/or in the appropriate Full-Service Partnership program for the parent and/or child.

A. Program Goals and Objectives

- a. This program seeks to ensure that victims of domestic violence, sexual assault, or homelessness and their families can adequately access mental health services during the period in which they are housed at the shelter.
- b. Contractor shall ensure that preventative mental health supports are part of the supports for stability made available to individuals with mental illness and children with serious emotional disturbance while housed in the shelter.
- c. Contractor shall provide case management services and referrals for mental health treatment to children with serious emotional disturbance and mentally ill adult victims of domestic violence to address and prevent further trauma of living with a mental illness and/or experiencing the dislocation of homelessness.

B. Values and Principles

- a. Contractor shall ensure that all services provided through this agreement are in accordance with the Mental Health Services Act (MHSA) and the philosophy, principles, and practices of the Recovery Vision for mental health consumers (Welfare Institution Code Section 5813.5(d)) which include:

- i. To promote concepts key to the recovery for individuals who have mental illness: hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.
- ii. To promote consumer-operated services to support recovery.
- iii. To reflect the cultural, ethnic, and racial diversity of mental health consumers.
- iv. To plan for each consumer's individual needs.

b. Services shall be culturally competent, culturally appropriate, and respectful of the culture of individuals and their families. Services must meet the minimum Culturally and Linguistically Appropriate Services (CLAS) standards.

C. Performance Outcomes

a. Contractor shall submit a program participant demographic, outcome, and evaluation report to Kings County Behavioral Health by the 10th day of each month.

b. Complete an intake and assessment with a minimum of fifty (50) participants (annually) and provide case management to those fifty (50) participants.

c. Provide quarterly outcome and evaluation reports to Kings County Behavioral Health within fifteen (15) business days after the close of the quarter. Reports will include information mutually agreed upon in item C-a.

d. Provide annual program update presentation to the Kings County Behavioral Health Advisory Board.

e. Designate a staff member to participate as a member of the Kings County Cultural Competency Task Force and report back to Contractor's Leadership regarding committee activities. Contractor shall participate in at least 75% of task force meetings annually.

f. Schedule and participate in quarterly management meetings with Kings County Behavioral Health in order to review performance outcomes.

D. Staffing Requirements

a. Identify and/or hire one (1) full time Case Manager, one (1) half-time Case Manager, as well as partially fund one (1) Program Manager (10%). The Program Manager will oversee the day-to-day activities related to the domestic violence program, rape crisis program, and homeless assistance programs, supervise direct services staff and Kings County Behavioral Health funded staff, complete staffing schedules, facilitate staff meetings and trainings (both staff and client) and fill in, when necessary, as direct services staff.

b. Maintain the following education/experience standards for the Case Manager position:

- i. Two (2) years' experience working in crisis intervention, group, family, or individual counseling, case management, or client advocacy and fifteen (15) semester units of college coursework from an accredited college or university in a related field, e.g., psychology, sociology, or social work (RN or LVN license will satisfy this educational requirement);
- ii. One (1) year of experience working in crisis intervention, group, family, or individual counseling, case management, or client advocacy and a bachelor's degree from an accredited four-year college or university in a related field in a related field, e.g., psychology, sociology, social work; or
- iii. Possession of a valid license as a Psychiatric Technician issued by the State of California; or
- iv. A master's degree in a related field, e.g., counseling, psychology, or social work from an accredited four-year college or university.
- v. All staff funded by Kings County Behavioral Health are expected to have the forty (40) hour Domestic Violence paraprofessional training, per Cal OES requirements. Additionally, staff must attend a minimum of twenty-four (24) hours per year for full time staff and twelve (12) hours per year for part time staff of training, including, but not limited to, annual cultural competency, Applied Suicide Intervention Skills Training (ASIST) and/or Mental Health First Aid (MHFA), or other related behavioral health evidence-based training.
- vi. All staff are expected to participate in the necessary trainings to meet their current certification requirements.
- vii. Contractor must submit a record of training hours to Kings County Behavioral Health one month prior to the end of the fiscal year. The County's fiscal year ends on June 30th of each year.

E. Description of Services

- a. Services for the program shall be provided by 1.5 FTE Case Managers who shall be responsible at a minimum for the following:
 - i. Completion of an intake and assessment for each individual/family at Barbara Saville Shelter in order to assess each family member's mental health;
 - ii. Intensive case management services for adults who have been diagnosed or meet criteria for having a serious mental illness (SMI) and/or children with a serious emotional disturbance (SED) or meet the criteria for a SED diagnosis;
 - iii. Participation in and/or scheduling case staffing's with shelter clients and relevant service providers as deemed appropriate by Contractor or Kings County Behavioral Health, including weekly Case Consultation Team (CCT) meetings;
 - iv. Assisting individuals/families with creation and completion of their case plan goals;

- v.** Providing resource and referral information, along with warm linkages for shelter clients;
- vi.** Performing crisis intervention counseling at a level not requiring licensure as a mental health professional;
- vii.** Working directly with local mental health agencies to ensure that eligible shelter clients are appropriately served by local mental health agencies;
- viii.** Providing assistance to families requiring services, such as translations (English/Spanish), transportation (handicapped), and crisis counseling for families and individuals experiencing acute domestic violence trauma; and
- ix.** Providing shelter clients with information and coaching/training related to public transportation, job preparation, continuing education, budgeting, housing, and other subjects related to successful independent living.

Exhibit B

COUNTY OF KINGS
and
KINGS COMMUNITY ACTION ORGANIZATION-KCAO

7/1/2024-6/30/2026

FY 2024-2025

\$105,845.76

FY 2025-2026

\$110,533.60

Max budget not to exceed:

\$216,380

GL Code	Budget Item	Actuals* as of:	Original Budget or Last Amended	Modification	Proposed Budget	Purpose of Modification
6470	Postage				5.00	
6475	Photocopies				50.00	
6490	Outside Printing				25.00	
6540	Utilities				8.90	
6510	Rent - Office				50.00	
6550	Janitorial Services				25.00	
	Building Repair/Maintenance-less than \$5,000				10.00	
6560	Grounds Maintenance-less than \$5,000				0.50	
6561	Property Improvement-\$5,000 and up				8.00	
6710	Gas and Oil				2.00	
6720	Vehicle Insurance				5.00	
	Vehicle Repair and Maintenance				0.50	
6825	Per Diem				1,083.00	
6910	Indirect Costs				9,220.00	
7030	Insurance and Bonding				300.00	
7080	Fees and Licenses				10.00	
7085	Disposal Fees				2.00	
7090	Miscellaneous Expense				3.00	
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GL Code	Budget Item	Actuals* as of:	Original Budget or Last Amended	Modification	Proposed Budget	Purpose of Modification
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	TOTAL EXPENSES	-	-	-	105,845.76	
	SURPLUS/(DEFICIT)	-	-	-	-	IF DEFICIT-EXPLAIN IN THE NOTES

NOTES:

* Indicate in the notes section if the budget modification requires approval from the funder.
 Explanation of the need for modification will be provided on Narrative page.

Approvals:

Executive Director: _____ Date: _____

Admin Services Director: _____ Date: _____

Deputy Executive Director: _____ Date: _____
 (Required for all program budgets)

Program Director: _____ Date: _____

BUDGET/BUDGET MODIFICATION

Program Name: Kings County Behavioral Health 06/30/26
 Program Year: 07/01/25 Project ID # 51-580-00
 Award Amount: \$ 101,097 Submission Date 06/30/26
 Proposed Effective Date: 07/01/25

GL Code	Budget Item	Actuals* as of:	Original Budget or Last Amended	Modification	Proposed Budget	Purpose of Modification
REVENUE--INCLUDE ALL REVENUE SOURCES						
Type the code and the account name will populate						
4310	LOCAL GRANTS				110,533.60	
5320	OTHER PROGRAM SUPPORT					
	TOTAL REVENUE			-	110,533.60	
EXPENSES						
Type the code and the account name will populate						

6010	Salaries				83,290.76	
6120	Health				1,415.94	
6140	Worker's Compensation				3,414.92	
6150	Pension				29.54	
6160	FICA				6,080.22	
6170	SUI				999.49	
6180	Vacation				2,831.89	
6210	Office Supplies				100.00	
6240	Program Supplies				50.00	
6275	Small Equipment (up to \$499.99)				4.71	
6276	Small Equipment (\$500 - \$4,999.99)				1.20	
6280	Janitorial Supplies				1.50	
6320	Equipment Rental				1.80	
6350	Software				1.31	
6430	Internet Expenses				0.42	
6460	Telephone				1,500.00	

Exhibit B

GL Code	Budget Item	Actuals* as of:	Original Budget or Last Amended	Modification	Proposed Budget	Purpose of Modification
6470	Postage				5.00	
6475	Photocopies				50.00	
6490	Outside Printing				25.00	
6540	Utilities				8.90	
6510	Rent - Office				50.00	
6550	Janitorial Services				27.00	
	Building				10.00	
	Repair/Maintenance-less than \$5,000					
6560	Grounds Maintenance-less than \$5,000				0.50	
6561	Property Improvement-\$5,000 and up				8.00	
6710	Gas and Oil				2.00	
6720	Vehicle Insurance				5.00	
	Vehicle Repair and Maintenance				0.50	
6740	Maintenance					
6825	Per Diem				1,083.00	
6910	Indirect Costs				9,220.00	
7030	Insurance and Bonding				300.00	
7080	Fees and Licenses				10.00	
7085	Disposal Fees				2.00	
7090	Miscellaneous Expense				3.00	
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NOTES:

* Indicate in the notes section if the budget modification requires approval from the funder. Explanation of the need for modification will be provided on Narrative page.

Approvals:

Executive Director: _____ Date: _____

Admin Services Director: _____ Date: _____

Deputy Executive Director: _____ Date: _____
 (Required for all program budgets)

Program Director: _____ Date: _____

Exhibit C

County of Kings HIPAA Business Associate Agreement

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the Health Insurance Portability Act regulations").

B. The County of Kings ("County") wishes to, or may, disclose to KCAO ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, KCAO as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Exhibit C

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PID by Business Associate.

A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this Exhibit, Business Associate may:

1) *Use and Disclose for Management and Administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) *Type of Services to be Provided by the Business Associate.* BAA will provide mental health program services at the Barbara Saville Shelter (BSS) in accordance with the Kings County Mental Health Services Act (MHSA) Two-Year Program & Expenditure Plan. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

Exhibit C

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the **Business Associate Data Security Standards** set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and

Exhibit C

6) to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

7) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings
Administration
Attn: - HIPAA Compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2377

D. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

Exhibit C

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. **Audits, Inspection and Enforcement.**

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this **Exhibit C**.

VI. **Termination.**

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

Exhibit C

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. *Disclaimer.* County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. *Amendment.* The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

Exhibit C

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. Confidentiality Statement. All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. Background Check. Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. Workstation/Laptop Encryption. All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. Server Security. Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. Minimum Necessary. Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exploited.

F. Removable Media Devices. All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. Antivirus Software. All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. Patch Management. All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. User IDs and Password Controls. All users must be issued a unique username for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords

are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. Data Sanitization. All County PHI must be sanitized using NIST Special Publication 800- 88 standard methods for data sanitization when the County PSCI is no longer needed.

II. System Security Controls.

A. System Timeout. The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. Warning Banners. All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. Access Controls. The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

E. Transmission Encryption. All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. System Security Review. All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

- B. Log Reviews.** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.
- C. Change Control.** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

- A. Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. Data Backup Plan.** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

- A. Supervision of Data.** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. Escorting Visitors.** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.
- C. Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.
- D. Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.
- E. Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit D

ASSURANCES AND CERTIFICATIONS

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services (“DHCS”) or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations.
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing-impaired individual.
4. Limited English Proficiency (“LEP”) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, i.e. oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members of the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients’ rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

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Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, et seq. of the California Government Code, or Title 9, Section 10800, et seq. of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.
2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
 - (a) number of complaints filed;
 - (b) the nature of the complaint;
 - (c) the validity of the complaint; and
 - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

Exhibit D

Drug-Free Workplace under Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)

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

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

Principal Standard:

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

Governance, Leadership, and Workforce:

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

Communication and Language Assistance:

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

Engagement, Continuous Improvement, and Accountability:

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



Exhibit E

The Case for the National CLAS Standards

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

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

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

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

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

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

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

— Dr. Martin Luther King, Jr.

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