

Novation Agreement

This Novation Agreement ("Novation Agreement") dated _____, 2024, is entered into by and among Devonderia Sanchez, a sole proprietor ("Transferor"), FIT Family Counseling and Consultation, Inc., a California professional corporation, ("Party in Substitution"), and the County of Kings, a political subdivision of the State of California ("Remaining Party").

RECITALS

A. Contract Subject to This Novation Agreement. This Novation Agreement is entered into with reference to Agreement No. 22-021 by and between Transferor and Remaining Party, dated February 8, 2022, as amended by Agreement No. 22-021.1 dated June 27, 2023 (collectively, the "Original Contract"), attached to this Novation Agreement as **Exhibit A**.

NOW, THEREFORE, the parties agree as follows:

1. Novation Agreement. Party in Substitution shall be substituted for Transferor in the Original Contract and shall acquire all the rights and become obligated to perform all the duties of Transferor that are hereby fully assigned and delegated to Party in Substitution. Party in Substitution undertakes full performance of the Original Contract in the place of Transferor and makes a separate promise to faithfully and fully so perform.

2. Release of Transferor from Liabilities. In consideration of this Novation Agreement, Transferor shall be relieved of all obligations to perform under the Original Contract and shall be fully relieved of liability to any other party to this Novation Agreement arising out of the Original Contract.

3. This Novation Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Novation Agreement.

4. The parties may execute this Novation Agreement electronically and in two (2) or more counterparts that together constitute one (1) agreement.

IN WITNESS WHEREOF, the parties executed this Novation Agreement on the day and year first written above.

SIGNATURES ON THE FOLLOWING PAGE

REMAINING PARTY
COUNTY OF KINGS

TRANSFEROR, DEVONDERIA SANCHEZ

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

By: Devonderia Sanchez 08/12/2024
73F82B04EB71A74B6A5BF16102CD83BF readySign
Devonderia Sanchez

ATTEST

PARTY IN SUBSTITUTION
FIT FAMILY COUNSELING AND
CONSULTATION, INC.

By: _____
Catherine Venturella
Clerk of the Board

By: Devonderia Sanchez 08/12/2024
73F82B04EB71A74B6A5BF16102CD83BF readySign
Devonderia Sanchez, CEO and CFO

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Lindy Crose Kliever 08/12/2024
40EEBBA437D223D6ED0E56156269F917 readySign
Cindy Crose Kliever, Deputy County Counsel

APPROVED AS TO INSURANCE

By: Sarah Poots 08/12/2024
813BB3CAD3655817F55583489257E37C readySign
Sarah Poots, Risk Manager

Novation Agreement Exhibit A

Agreement No. 22-021.1

COUNTY OF KINGS FIRST AMENDMENT AGREEMENT FOR SERVICES

This first amendment (“1st Amendment”) to Agreement No. **22-021** is entered into on June 27, 2023 by and between the County of Kings, a political subdivision of the State of California (“County”) and Devonderia Sanchez, a sole proprietorship (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the County and Contractor entered into the Agreement No. 22-021 that commenced February 8, 2022 for services of a mental health professional to facilitate support groups for Veterans;

WHEREAS, Section 6 of Agreement No. 22-021 authorizes the Parties to modify terms of Agreement 22-021 by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend Agreement No. 22-021 to extend its term for an additional three years.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 4** of the Agreement is replaced in its entirety with the following:

This Agreement commences on the Effective Date and terminates on June 30, 2026, unless otherwise terminated in accordance with its terms.

2. **Exhibit A** to Agreement No. 22-021 is replaced with **Revised Exhibit A**

attached to this 1st Amendment. Any reference throughout Agreement No. 22-021 and its exhibits to “**Exhibit A**” is replaced with “**Revised Exhibit A.**”

3. The recitals and exhibits are integral to and incorporated into this 1st Amendment by this reference.

4. All other terms and conditions of Agreement No. 22-021 remain in full force and effect.

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

6. Each signatory below represents it is authorized to enter into this 1st Amendment and bind the Party that its signature represents.

[Kings County Agreement No. 22-021.1](#)

Novation Agreement Exhibit A

IN WITNESS WHEREOF, the Parties executed this 1st Amendment the day and year first written above.

COUNTY OF KINGS

DEVONDERIA SANCHEZ

By: Richard Valle 6-27-2023
Richard Valle, Chair
Kings County Board of Supervisors

By: Devonderia Sanchez
Devonderia Sanchez

ATTEST

By: Catherine Decker

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Diane Freeman

Exhibits/Attachments:
Revised Exhibit A: Scope of Work

Novation Agreement Exhibit A

Kings County Behavioral Health Mental Health Services Act Program - Prevention & Early Intervention (PEI) Prevention & Wellness Support Group

Devonderia Sanchez, LMFT
Facilitation of Veterans Support Group

SCOPE OF WORK

July 1st, 2023 – June 30th 2026

Contractor shall facilitate the Kings County Veterans Support Group in accordance with the Kings County Mental Health Services Act.

A. Program Intent

- a. The Veterans Support Group is a peer level support group for military veterans in Kings County. The group is offered to provide Veterans with resources, information and the sharing of universal experiences. The group is facilitated by a mental health professional (Contractor) with input from the group.

B. Description of Services

- a. Veterans Support Group
 - i. Contractor will not exceed thirty-six (36) hours a month unless preapproved by KCBH Adult System of Care (ASOC) Program Manger for special circumstance for the facilitation and coordination of Veterans Support Group, to include outreach, collaboration, coordination, and marketing to expand the capacity of the group.
 - ii. Contractor shall facilitate Veterans Support Group twice monthly at Kings County Behavioral Health - located at 450 Kings County Drive, Suite 101, Hanford, CA 93230, for a total of forty-eight (48) meetings annually, additionally to consider a telehealth group to reach veterans who are unable to physically meet in-person to reduce the barrier of the underserved. A secondary group for female Veterans will be considered if the need presents to ensure the emotional and social preservation of our female veterans.
 - iii. Contractor shall work with KCBH in the development and implementation of goals and objectives of Veterans Support Group.
 - iv. Contractor shall address any crisis needs associated with the facilitation of Veterans Support Group by any or all of the following: direct follow-up and referrals in tandem with KCBH staff, and/or contacting law enforcement.

Novation Agreement Exhibit A

- b.** Contractor shall establish quarterly meetings with the KCBH ASOC Program Manager in order to ensure Contractor and KCBH maintain collaborative communication related to Veterans Support Groups.
- c.** Contractor shall work with the KCBH ASOC Program Manager in order to establish outcome measures for the Veterans Support Group. Outcomes measures/metrics shall include acquisition and/or development and implementation of a self-report survey for the veterans of the support group. The self-report survey will measure:
 - i.** Increase in self-reported emotional and relational protective factors which include: reduced feelings of isolation, increased feelings of social connectedness, and greater understanding of mental health wellness.
 - ii.** The self-report survey will be facilitated twice per Fiscal Year and results submitted to the ASOC Program Manager. The survey results will be recorded on an Excel tracking form and participants' personal information will be de-identified.
- d.** Contractor shall submit copies of participant sign in sheets to locked drop-in box located at KCBH on the same day as the support group.
- e.** Contractor shall submit Veterans Support Group PEI demographic forms to the KCBH ASOC Program Manager on a quarterly basis.
- f.** Contractor shall notify KCBH if attendees request to participate in support groups in another language. KCBH will work with Contractor to identify and interpreter and/or create a language specific group.
- g.** Contractor shall explore the feasibility of facilitating support groups in additional locations and submit to KCBH Adult System of Care Program Manager alternate locations for approval.
- h.** Contractor shall notify KCBH Adult System of Care Program Manager of planned absences at least seventy two (72) hours prior to support group or unplanned absences as soon as possible in order for coverage to be arranged.
- i.** KCBH shall purchase and coordinate food and refreshments, assist with the social media efforts to reach the local veterans for the Veterans Support Group, and administrative duties (i.e., blank sign in sheets).

Novation Agreement Exhibit A

C. Budget for Services

- a. Payment for service provided under this Agreement is limited to the maximum **\$43,200 annual** for FY 2023/2024, FY 2024-2025, FY 2025-2026.
- b. Contractor shall be compensated for the services provided under this Agreement as follows:

Fiscal Year 2023-2026

Total Hours: 36 per month*

Rate: \$100.00 an hour

Total Compensation: \$ 129,600 for FY 2023/24, FY 2024/25, FY 2025/26

**(Hours may be submitted as lower - Average of 36 hours per month over the agreement).*

Novation Agreement Exhibit A

Agreement No. 22-021

COUNTY OF KINGS AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on February 8, 2022 (the "Effective Date"), between the County of Kings, a political subdivision of the State of California ("County") and Devonderia Sanchez, LMFT, a sole proprietorship ("Contractor") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the County's behavioral health department, Kings County Behavioral Health ("KCBH") provides services to military veterans residing in Kings County under the Mental Health Services Act Plan ("MHSA");

WHEREAS, the County requires the services of a mental health professional to facilitate support groups for Veterans; 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, 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 A**. Contractor

Novation Agreement Exhibit A

is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration, except as detailed in **Exhibit A**.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit A**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

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.

4. TERM

This Agreement commences on the Effective Date and terminates on June 30, 2023, unless otherwise terminated in accordance with its terms.

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 Agreement may be modified 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.

Any proposed increase in a single line item up to ten percent (10%) of the original line item must be approved by the Director of KCBH, or their designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

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Novation Agreement Exhibit A

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-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting 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 Default, the non-defaulting 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 Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.

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

2) Breach Not Subject to Cure. If the non-defaulting 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 Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

Novation Agreement Exhibit A

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 Default by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; 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 Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. 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.

C. 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.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

Novation Agreement Exhibit A

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 Four Million Dollars (\$4,000,000) 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 the 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.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above 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 the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance 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

Novation Agreement Exhibit A

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 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 6250 *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 B**.

Contractor shall execute and comply with the Assurances of Compliance – County Nondiscrimination attached as **Exhibit C**.

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Novation Agreement Exhibit A

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and shall 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 warrants that it has not and it 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.

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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 notices necessary to the performance of this Agreement in writing by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County	Contractor
Kings County Behavioral Health	Devonderia Sanchez, LMFT
460 Kings County Drive, Ste. 101	1554 Morro Lane
Hanford, CA 93230	Lemoore, CA 93245

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 governs the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County 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.

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Novation Agreement Exhibit A

21. SEVERABILITY

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will 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.

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit D**.

25. ADDITIONAL REQUIREMENTS

To ensure equal access to quality care by diverse populations, Contractor shall adopt and implement the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care published by the federal Office of Minority Health ("CLAS"), and will demonstrate its efforts to address CLAS through policies, training and cultural competency plans. Said CLAS standards are attached to this Agreement as **Exhibit E**.

Contractor shall comply with KCBH's branding policy ("Branding Policy"), attached to this Agreement as **Exhibit F**.

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Novation Agreement Exhibit A

26. 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.

27. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement. An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

The Parties may execute this Agreement in one (1) or more counterparts; and together the counterparts constitute one (1) agreement.

28. 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

Novation Agreement Exhibit A

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

COUNTY OF KINGS

DEVONDERIA SANCHEZ, LMFT

By: Joe Neves
Joe Neves, Chair
Kings County Board of Supervisors

By: Devonderia Sanchez
73F82B04EB71A74B8A58F16102CD83BF ready sign
Devonderia Sanchez, LMFT

ATTEST

By: Catherine Venturella
Catherine Venturella, Clerk of the Board

Approved as to Endorsements Received

By: Kyria Martinez
E9EB11F6C056B0878B106597D9E41D2C ready sign
Kyria Martinez, Assistant County Administrative Officer

Approved as to FORM
Diane Freeman, County Counsel

By: Cindy Crose Kliever
40EEBBA4E0223D6ED0E56156288F917 ready sign
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work and Compensation/Fees
- Exhibit B:** HIPAA Business Associate Agreement
- Exhibit C:** Assurance of Compliance with County – Non Discrimination
- Exhibit D:** Kings County ADA Grievance Procedures
- Exhibit E:** CLAS Standards
- Exhibit F:** Branding Policy

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Exhibit A

**Kings County Behavioral Health
Mental Health Services Act Program - Prevention & Early Intervention (PEI)
Prevention & Wellness Support Group**

Devonderia Sanchez, LMFT
Facilitation of Veterans Support Group
SCOPE OF WORK

January 1, 2022-June 30, 2023

Contractor shall facilitate the Kings County Veterans Support Group in accordance with the Kings County Mental Health Services Act.

A. Program Intent

- a. The Veterans Support Group is a peer level support group for military veterans in Kings County. The group is offered to provide Veterans with resources, information and the sharing of universal experiences. The group is facilitated by a mental health professional (Contractor) with input from the group.

B. Description of Services

- a. Veterans Support Group
 - i. Contractor will not exceed thirty-six (36) hours a month unless preapproved by KCBH Adult System of Care (ASOC) Program Manger for special circumstance for the facilitation and coordination of Veterans Support Group, to include outreach, collaboration, coordination, and marketing to expand the capacity of the group.
 - ii. Contractor shall facilitate Veterans Support Group twice monthly at Kings County Behavioral Health - located at 450 Kings County Drive, Suite 101, Hanford, CA 93230, for a total of forty-eight (48) meetings annually, additionally to consider a telehealth group to reach veterans who are unable to physically meet in-person to reduce the barrier of the underserved. A secondary group for female Veterans will be considered if the need presents to ensure the emotional and social preservation of our female veterans.
 - iii. Contractor shall work with KCBH in the development and implementation of goals and objectives of Veterans Support Group.
 - iv. Contractor shall address any crisis needs associated with the facilitation of Veterans Support Group by any or all of the following: direct follow-up and referrals in tandem with KCBH staff, and/or contacting law enforcement.

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Exhibit A

- b. Contractor shall establish quarterly meetings with the KCBH ASOC Program Manager in order to ensure Contractor and KCBH maintain collaborative communication related to Veterans Support Groups.
- c. Contractor shall work with the KCBH ASOC Program Manager in order to establish outcome measures for the Veterans Support Group by January 1, 2022. Outcomes measures/metrics shall include acquisition and/or development and implementation of a self-report survey for the veterans of the support group. The self-report survey will measure:
 - i. Increase in self-reported emotional and relational protective factors which include: reduced feelings of isolation, increased feelings of social connectedness, and greater understanding of mental health wellness.
 - ii. The self-report survey will be facilitated twice per Fiscal Year and results submitted to the ASOC Program Manager. The survey results will be recorded on an Excel tracking form and participants' personal information will be de-identified.
- d. Contractor shall submit copies of participant sign in sheets to locked drop-in box located at KCBH on the same day as the support group.
- e. Contractor shall submit Veterans Support Group PEI demographic forms to the KCBH ASOC Program Manager on a quarterly basis.
- f. Contractor shall notify KCBH if attendees request to participate in support groups in another language. KCBH will work with Contractor to identify and interpreter and/or create a language specific group.
- g. Contractor shall explore the feasibility of facilitating support groups in additional locations and submit to KCBH Adult System of Care Program Manager alternate locations for approval.
- h. Contractor shall notify KCBH Adult System of Care Program Manager of planned absences at least seventy two (72) hours prior to support group or unplanned absences as soon as possible in order for coverage to be arranged.
- i. KCBH shall purchase and coordinate food and refreshments, assist with the social media efforts to reach the local veterans for the Veterans Support Group, and administrative duties (i.e., blank sign in sheets).

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C. Budget for Services

- a. Payment for service provided under this Agreement is limited to the maximum of \$21, 600 for Fiscal Years 2021/2022, and \$43,200 for FY 2022/2023.
- b. Contractor shall be compensated for the services provided under this Agreement as follows:

Fiscal Year 2021/2022 and 2022/2023

Total Hours: 36 per month*

Rate: \$100.00 an hour

Total Compensation: \$21,600 for FY 2021/2022 and \$43,200 for FY 2022/2023. FY 2021/2022 is based on a six month term for remainder of fiscal year.

**(Hours may be submitted as lower - Average of 36 hours per month over the twelve month agreement).*

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Exhibit B

County of Kings HIPAA Business Associate Exhibit

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 HIPAA regulations").

B. The County of Kings ("County") wishes to, or may, disclose to Devonderia Sanchez, LMFT ("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, Devonderia Sanchez, LMFT, 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.

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

II. Permitted Uses and Disclosures of PHI 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

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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.* The BAA will provide veterans group facilitation services. 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.

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

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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 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.

6) **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: Edward Hill, CAO – HIPAA compliance officer 1400
W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

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

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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).

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

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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.

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
- 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

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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

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.

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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 exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device 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 thirty (30) days of vendor release.

I. **User IDs and Password Controls.** All users must be issued a unique user name 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

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stored in readable format on the computer. Must be changed every sixty (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 five (5) 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.

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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 twenty-four (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

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encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

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Exhibit C

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 to 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.

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.

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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.

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;

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- 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.)

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Exhibit D

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

Kings County Grievance Procedure under ADA or California State Disability Civil Rights Laws

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"), the Americans with Disabilities Amendments Act (ADAAA) and California State law. Except as otherwise indicated, it may be used by anyone wishing to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by Kings County. The procedure should also be used to address all complaints regarding barriers to physical access to any County facility.

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by the County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency's Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10250 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to make a complaint of disability discrimination.

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

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County of Kings

2016 ADA Self-Evaluation

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

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.



U.S. Department of
Health and Human Services
Office of Minority Health

Exhibit E

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Think Cultural Health
<https://www.thinkculturalhealth.hhs.gov/>
contact@thinkculturalhealth.hhs.gov

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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Novation Agreement Exhibit A

Exhibit F

Kings County Behavioral Health County of Kings Branding Policy

Created August 2009

Overview

Behavioral Health ("KCBH") is a department of the County of Kings ("County") and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The mission of KCBH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end, KCBH contracts with a number of community based providers, organizations, and agencies to provide a variety of services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition, KCBH funds a number of local programs, initiatives, and activities to promote, support, and invest in the wellness of individuals residing in Kings County.

Purpose

The services funded by KCBH are almost entirely funded with public dollars earmarked to provide specific services. As such, KCBH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generates public awareness of the collaboration between various programs in the County and the KCBH.

This awareness is conducted through the Branding Policy developed by KCBH. This Branding policy includes the following stipulations:

- Contractors, grantors and providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by KCBH contain the language that reflects that services are funded by KCBH.
- All written materials, including, but not limited to flyers, brochures, and/or other written material must contain the KCBH logo. This applies to any and all electronic materials as well as websites, on-line advertising, and social networking sites, etc.
- The KCBH logo must appear in its original color (black and purple) and format, unless the entire document is going to be in grayscale or black and white. In such instance, the logo may appear in such a manner as to be uniform with the document.
- Whenever possible KCBH wants its logo to appear on materials in addition to the required funding language.

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- The language for the branding must be written in the following format statement: “[Organization’s Name] [type of] services funded by Kings County Behavioral Health.”
- KCBH reserves the right to review materials for public use that contains KCBH’s branding language or logo if funded by KCBH. Should material containing KCBH language and logo, or services funded, are used in a manner that KCBH deems offensive, discriminatory, political, or in violation of any County wide policies, KCBH has a right to demand the revision of the materials or services to eliminate any identified concerns. KCBH reserves the right to approve the use of materials utilizing the KCBH Brand should the need arise.
- KCBH will not allow its brand to be associated with any services, program, action, that may be perceived by the public to be damaging to the County or any of its agencies, or contrary to the mission of KCBH.

Benefits

The branding policy ensures that KCBH and Kings County are afforded the appropriate recognition for its funding of and/or support of publicly available programs. The Branding policy also provides assurances for KCBH that its name, logo, and funding are not used in manner that may be damaging to the public or the County.

The Branding policy also works to provide the partnering agencies with a direct collaborative connection to KCBH and demonstrate to the public the joint effort to seeking the overall wellness of the people and communities of Kings County.

KCBH is available to address any concerns or issues not covered in this policy on a case-by-case basis.