

**AGREEMENT BETWEEN THE  
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT  
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION) AND  
COUNTY OF FRESNO  
AGREEMENT NUMBER 20-10015**

THIS REGIONAL PARTNERSHIP AGREEMENT (“Agreement”) is entered into on September 15, 2020 by and between the State of California, Office of Statewide Health Planning and Development (“OSHPD”) and County of Fresno, (the “Grantee”).

WHEREAS, the State Budget Act of 2019 (SB109) allocated funding to OSHPD and authorized OSHPD to award grants to Workforce Education and Training (“WET”) Regional Partnerships (RP) with a requirement that RPs provide a 33 percent match.

WHEREAS, the OSHPD Healthcare Workforce Development Division (“HWDD”) supports healthcare accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, Section 5822 (d) of the Welfare and Institutions Code (“WIC”) sets forth RPs as an important workforce strategy to assist the Public Mental Health System (“PMHS”).

WHEREAS, RPs are included as a priority strategy under the 2020-2025 WET Five-Year Plan (WET Plan) approved by the California Behavioral Health Planning Council in January 2019.

WHEREAS, RPs will develop and implement mental healthcare workforce development strategies that align with the 2020-2025 WET Five-Year Plan and address regional needs by strengthening recruitment, training, education, and retention of the PMHS workforce.

WHEREAS, workforce training and education programs provided and or funded by RPs will adhere to the relevant WET Plan values that ensure PMHS professionals:

- Provide treatment and early intervention services that are culturally and linguistically responsive to California’s diverse and dynamic needs.
- Promote wellness, recovery, and resilience and other positive behavioral health, mental health, substance use, and primary care outcomes. PMHS agencies need to extend these same values to their workforce.
- Work collaboratively to deliver individualized, strengths-based, consumer-and family-driven services.
- Use effective, innovative, community-identified, and evidence-based practices.
- Conduct outreach to and engage with unserved, underserved, and inappropriately served populations.

- Promote inter-professional care by working across disciplines.
- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in multiple healthcare settings.

WHEREAS, the Grantee will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have made a commitment to work collaboratively in the local region.

NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

**A. Definitions:**

1. "Agreement Funds" means the money provided by OSHPD for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
2. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. "Chief Deputy Director" is defined as the Chief Deputy Director of OSHPD or his/her designee.
4. "Consumer" means the same thing as "Client" in Cal. Code of Regulations, Title 9, section 3200.040, which defines "Client" as an individual of any age who is receiving or has received mental health services" and which further states that the term "Client" includes those individuals "who refer to themselves as clients, consumers, survivors, patients, or ex-patients."
5. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.
6. "Deputy Director" means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
7. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
8. "Grantee" means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the

Agreement Scope of Work/Deliverables.

9. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are provided services often inconsistent with evidence-based and/or community-identified practices.
10. "Local Funds" means all funds received from local jurisdictions that are used to meet the 33 percent matching funds requirement under Section C.2 of this Agreement.
11. "Parents" means biological and adoptive parents and their partners, who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
12. "Program" means the activity described in the Grantee's Scope of Work that the Grantee will accomplish with the Agreement Funds.
13. "Program Manager" means the individual employed by OSHPD to manage the grant program.
14. "Program Representative" means the individual representative of the Grantee for this Agreement.
15. "Public Mental Health System (PMHS)" means publicly funded mental health programs and/or services and entities that are administered, in whole or in part, by the State or one or more counties. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities.
16. "Regional Partnership Agreement/Agreement Number" means Agreement Number 20-10015 awarded to Grantee.
17. "Regional Partnership" or "RP" means "a group of county approved individuals and/or organizations within geographic proximity that act as an employment and education resource for the PMHS. The group may include education and employment service entities, individuals and/or entities within the PMHS, and individuals and/or entities that have an interest in the PMHS, such as county staff, mental health service providers, clients, and clients' family members" (Cal. Code of Regulations, title 9, section 3200.255).
18. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.

19. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
20. "Underserved" means "clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services." (Cal. Code of Regulations, title 9, section 3200.300.)
21. "Unserved" means "those individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved." (Cal. Code of Regulations, title 9, section 3200.310.)

**B. Term of the Agreement:**

This Agreement shall take effect on September 15, 2020 and shall terminate on June 30, 2026.

**C. Scope of Work and Deliverables:**

1. The County of Fresno (Grantee) as the fiscal sponsor will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have committed to work collaboratively as a RP in the Central Region. The counties included in the region are: Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter-Yuba, Tulare, Tuolumne, and Yolo counties.

## 2. Matching Funds Requirement:

Grantee will match 33 percent of the Agreement Funds with Local Funds by July 31, 2024 as follows:

OSHPD Grant Award Amount ("Agreement Funds")	RP Local Match Funds (33 percent match)	Total Budget (100 percent)
\$ 6,615,968	\$ 2,183,269	\$ 8,799,237

The Grantee is responsible for returning any portion of the Agreement Funds that do not receive a 33 percent match from local jurisdictions by December 31, 2024. See Section H, "Breach," about this and additional damages for such a breach.

## 3. Grantee shall perform the Scope of Work and provide the Deliverables outlined below:

**Scope of Work**

The Grantee shall administer all components (including entering into written agreements with individual awardees, worksite placement, monitoring paid or volunteer work requirements and training activities) in one or more of the following programs identified in their grant application to support the workforce needs in their region:

- **Pipeline Development:** Introduce the PMHS to kindergarten through 12th grades, community colleges, and universities. Ensure that these pipeline programs incorporate developmentally appropriate concepts of mental health needs, self-care, and de-stigmatization and target resources at educational institutions with underrepresented communities. The Grantee shall administer pipeline activities and may identify students as potential scholarship and stipend candidates.

Total Participants: # 2,250

Total Budget: \$ 224,380.16

- **Undergraduate College and University Scholarships:** Provide scholarships to undergraduate students in exchange for paid or volunteer work in a local mental health setting. The Grantee may consider the following factors in determining the scholarship level: student's academic aspirations (including certificate, associate degree, bachelor's degree, and career development), pre-placement training and education received, lived

experience, and or other possible factors. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # 269  
Total Budget: \$ 1,346,283.25

- **Clinical Master and Doctoral Graduate Education Stipends:** Provide funding for post-graduate clinical master and doctoral education work performed in a local PMHS agency. The Grantee selects students in advance of their final year of education, giving consideration to applicants who previously received a WET scholarship. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # 93  
Total Budget: \$ 1,869,837.85

- **Loan Repayment Program:** Provide educational loan repayment assistance to PMHS professionals that the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received scholarships and/or stipends. The Grantee may take into consideration the following factors when determining award amounts: applicants who previously received scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in the PMHS. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # 230  
Total Budget: \$ 2,318,599.90

- **Retention Activities:** Increase the continued employment of hard-to-find and hard-to-retain PMHS personnel, by developing and enhancing evidence-based and community-identified practices.

Total Participants: # 3,425  
Total Budget: \$ 1,720,250.84

#### **OSHPD's WET Program Central Application:**

The Grantee agrees to use OSHPD's WET Program Central Application for recruiting and selecting participants for the following programs: undergraduate college and university scholarships, clinical Master and Doctoral graduate education stipends, and loan repayment. OSHPD will also send an Annual WET Applicant Survey to WET applicants/awardees for the purpose of collecting retention and other evaluation related data.

Grantee agrees that individual program participants must apply using OSHPD's Individual Online Application. OSHPD will collect individual applicant information, including demographics, and share applicant information with the RP for that region.

4. Grantee will provide OSHPD with the following completed deliverables:
  - a. Stakeholder Engagement Activities Report
  - b. 2020 PMHS Workforce Surveys
  - c. FY 2020-21 RP WET Activities Report
  - d. 2021 PMHS Workforce Surveys
  - e. FY 2021-22 RP WET Activities Report
  - f. 2022 PMHS Workforce Surveys
  - g. FY 2022-23 RP WET Activities Report
  - h. 2023 PMHS Workforce Surveys
  - i. FY 2023-24 RP WET Activities Report
  - j. 2024 PMHS Workforce Surveys
  - k. FY 2024-25 RP WET Activities Report
  - l. 2025 PMHS Workforce Surveys
  - m. FY 2025-26 RP WET Activities Report
  - n. Local Matching Funds Confirmation

Grantee will submit deliverables, including PMHS workforce surveys, reports, and the annual RP WET Activities Report, using the online forms that OSHPD provides.

Grantee shall report on program outcomes and complete the Deliverables as provided below:

Deliverable	Description	Due Date
a. Stakeholder Engagement Activities Report	<p>The Grantee shall report on Stakeholder Engagement Activities used to develop their Budget, Proposed Program Activities, and Projected Number of Program Participants.</p> <p>The Grantee shall:</p> <ul style="list-style-type: none"> <li>A. Specify which WET Five-Year Plan 2020-2025 values each of the proposed activities address.</li> <li>B. Specify how the RP reached out to and included key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local WIBs, non-profit organizations, social service agencies, children networks, TAY networks, aging networks, businesses, and other community and system partners.</li> <li>C. Specify the activities the RP engaged in to support the increase of groups such as: consumers, family members, parents/caregivers, culturally diverse communities, rural, and other underrepresented, underserved, unserved, and inappropriately served population in the PMHS workforce.</li> <li>D. Provide a budget detail and narrative for proposed activities, including but not limited to proposed training activities, individual award amounts, length of volunteer or paid work commitments, disciplines supported, county and contracted community-based organization (CBO) sites to be served, training activities, mentoring, and any other activities applicable to the programs to be administered.</li> </ul>	September 30, 2020
b. 2020 PMHS Workforce Surveys completion	<p>Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2020 PMHS workforce survey. OSHPD will use the information to estimate the size, makeup, and retention rate of the current PMHS workforce, assess the impact of WET program activities, and project future needs. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.</p>	September 30, 2020



Deliverable	Description	Due Date
c. FY 2020-21 RP WET Activities Report	The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2020-21. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2021
d. 2021 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2021 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2021
e. FY 2021-22 RP WET Activities Report	The Grantee shall complete an online a RP WET Activities Report that demonstrates outcomes of activities performed for FY 2021-22. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2022
f. 2022 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2022 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2022
g. FY 2022-23 RP WET Activities Report	The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2022-23. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2023
h. 2023 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2023 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2023
i. FY 2023-24 RP WET Activities Report	The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2023-24. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2024
j. 2024 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2024 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2024

Deliverable	Description	Due Date
k. FY 2024-25 RP WET Activities Report	If program activities continue after June 30, 2024, the Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2024-25. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. (OSHPD may waive this deliverable if the Grantee reported completion of all program activities in prior RP WET Activities Reports)	July 31, 2025
l. 2025 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2025 PMHS Workforce Survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	On or before September 30, 2025
m. FY 2025-26 RP WET Activities Report	If program activities continue after June 30, 2025, the Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2025-26. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. (OSHPD may waive this deliverable if the Grantee reported completion of all program activities in prior RP WET Activities Reports)	July 31, 2026
n. Matching Local Funds Confirmation	<p>The Grantee shall provide documentation from the fiscal intermediary certifying the collection of local funds on behalf of the Grantee. The signed certification must confirm that the 33 percent matching funds as calculated below from local jurisdictions have been deposited in the Grantee's bank account authorized for RP activities.</p> <p><math>\\$ 6,615,968 \times 33\% = \\$ 2,183,269</math>  (Agreement Funds)                      (Matching Local Funds)</p> <p>Matching Local Funds Requirement: \$ <u>2,183,269</u></p>	July 31, 2024 or at any time during this Agreement's term, whichever comes first.

5. The Grantee shall comply with the following additional conditions:
  - a. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in Agreement Section E-1.
  - b. Grantee shall begin performance of the Deliverables on the date of execution of this Agreement.
  - c. OSHPD will provide technical assistance to the Grantee to finalize Deliverables described in Agreement Section C-4. The parties shall complete all Deliverables on or before July 31, 2026.
  - d. The Grantee shall be responsible for the performance of all tasks and Deliverables specified in Agreement Section C-4.
  - e. OSHPD may monitor the Grantee activities and progress by attending and or convening local or statewide RP meetings, and reviewing annual RP WET Activities Reports submitted by the Grantee. OSHPD reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.
  - f. Payments of Agreement Funds shall be contingent on the satisfactory submission of the Deliverables. OSHPD reserves the right to withhold funding for subsequent years until Grantee complies with the terms of this Agreement including this Scope of Work provision.
  - g. Grantee may submit any revisions to their Budget and Participant Information (Agreement Section D) to OSHPD for review and approval before June 30, 2025. Such revisions to the Budget and Participant Information shall not require an amendment pursuant to this Agreement so long as both OSHPD and the Grantee agree to the revisions in writing.
  - h. In the event that the Grantee has not encumbered and/or spent 80 percent of Agreement Funds by July 1, 2024, OSHPD may reduce the Grantee's grant award amount and recoup unspent and/or unencumbered amounts. OSHPD may reallocate these unspent funds towards other WET Plan activities.

**D. Budget Detail:**

1. Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee’s application. The funds provided under this Agreement shall be the funds provided from FY 2020-21 through FY 2024-25 which shall cover the costs of activities under Section C, “Scope of Work and Deliverables,” including administrative costs (defined below). Agreement Funds shall not be comingled with any of Grantee’s other funds.

Budget and Participant Information (from the Budget in Grantee’s Application)

Grant Program Activity	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24		FY 2024-25	
	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants
Pipeline Development	\$ 44,876.03	# 450	\$ 44,876.03	# 450	\$ 44,876.03	# 450	\$ 44,876.03	# 450	\$ 44,876.04	# 450
Undergraduate College & University Scholarships	\$ 269,256.65	# 54	\$ 269,256.65	# 54	\$ 269,256.65	# 54	\$ 269,256.65	# 53	\$ 269,256.65	# 54
Clinical Master & Doctoral Graduate Education Stipends	\$ 373,967.57	# 19	\$ 373,967.57	# 19	\$ 373,967.57	# 19	\$ 373,967.57	# 18	\$ 373,967.57	# 18
Loan Repayments	\$ 463,719.98	# 46	\$ 463,719.98	# 46	\$ 463,719.98	# 46	\$ 463,719.98	# 46	\$ 463,719.98	# 46
Retention Activities	\$ 344,050.17	# 685	\$ 344,050.17	# 685	\$ 344,050.17	# 685	\$ 344,050.17	# 685	\$ 344,050.17	# 685

Grant Program Activity	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24		FY 2024-25	
	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants
Administrative Costs (Shall not exceed 25 percent of the total budget)	\$ 263,977.00	N/A	\$ 263,977.00	N/A	\$ 263,977.00	N/A	\$ 263,977.00	N/A	\$ 263,977.00	N/A
Total	\$ 1,759,847.40	# 1,254	\$ 1,759,847.40	# 1,254	\$ 1,759,847.40	# 1,254	\$ 1,759,847.40	# 1,252	\$ 1,759,847.41	# 1,253

2. **Administrative Costs:** The costs indirectly attributed to the completion of the program services which can include, but not limited to utilities, rent, equipment, mentoring, worksite placement, monitoring paid or volunteer work requirements and training activities, fiscal intermediary costs for collecting local funds, and administrative service/payroll staff.

#### **E. Invoicing and Payment**

1. OSHPD will release Agreement Funds installments to Grantee upon approval of the reports and deliverables submitted by Grantee in accordance with the schedule below. Approval of the payments shall be based on the satisfactory performance and timely submission of Deliverables Items 4.a., 4.b. and 4.n. as outlined in Agreement Section C, "Scope of Work and Deliverables" above.

Payment Installment	Percent of OSHPD Grant Award	Payment Amount	Deliverables Requiring Approval Before Release of Payment	Deliverable Due Date
1	10%	\$661,596.80	Grant Agreement Execution	September 15, 2020
2	70%	\$4,631,177.60	Section C., Item 4.a. Stakeholder Engagement Activities Report	September 30, 2020
3	5%	\$330,798.40	Section C. Item 4.b. 2020 PMHS Workforce Surveys completion	September 30, 2020
4	15%	\$992,395.20	Section C., Item 4.n. Matching Local Funds Confirmation	On or before July 31, 2024

2. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
3. OSHPD may request additional information upon reviewing the Deliverables.

#### **F. Budget Contingency Clause:**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this grant program, this Agreement shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, the OSHPD shall have the option to either

cancel this Agreement with no liability occurring to the OSHPD or offer an agreement amendment to Grantee to reflect the reduced amount.

### G. Breach:

OSHPD reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. OSHPD expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities. OSHPD shall also seek the following:

1. Damages for non-compliance of annual RP WET Activities Report and PMHS workforce survey requirements (Section C., Items 4.b.-m):

Grantee agrees to pay \$10,000 for each deliverable not submitted on time, or which does not substantially meet the content requirements for deliverables. These damages are to compensate OSHPD and the State for the damages, including additional costs, they will incur because of Grantee's delay. Grantee may appeal any such reductions per the "Disputes" Section of this Agreement.

2. Reductions for non-compliance of Local Match Requirement (Section C-2):

- a. Per the 2019 State Budget Bill, OSHPD must require RPs to provide a 33 percent match of local funds to support WET Plan programs. OSHPD shall recover Agreement Funds for which matching Local Funds are not provided by July 31, 2024. The Grantee agrees to return the portion of Agreement Funds that were not matched by December 31, 2024.
- b. Grantee agrees to pay OSHPD the amount from the following formula if the 33 percent match is not achieved:  
(Total Agreement Funds) – (Actual RP Local Match Funds ÷ .33) = Recovery Amount.

*Example:*

*Total Agreement Funds = \$1,000,000;*  
*Local Funds Match Requirement (.33 match) = \$330,000*  
*Actual Amount Matched = \$100,000*

*\$1,000,000 – (\$100,000 ÷ .33) = Recovery Amount*  
*\$1,000,000 - \$303,030.30 = Recovery Amount*  
*Recovery Amount = \$696,969.70*

- c. OSHPD shall waive any or all reductions associated with Grantee's failure to meet local match fund requirements at the regional level if the combined

total of all local match funds collected from the five RPs meet the 33 percent matching requirement of total grant funds available for all five RPs as outlined in the 2020-21 RP Grant Guide.

Combined Regional Partnerships OSHPD Grant Award Amount	Combined Regional Partnerships Local Match Funds (33% match)
\$40,000,000	\$13,200,000

#### H. General Terms and Conditions:

1. **Timeliness:** Time is of the essence in this Agreement. The Grantee shall submit the required Deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's application, attachments, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

In the event of a conflict between the provisions of this Agreement and the Grantee's Application, exhibits and forms, the provisions of this Agreement shall prevail.

3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period that are embodied in those reports, shall become the property of OSHPD and subject to disclosure under the Public Records Act.
4. **Audits:** The Grantee agrees that OSHPD, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **Provisions Relating to Data**
  - a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for



example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- b. "Generated data" are that data, which Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
  - c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be the property of the State.
  - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
  - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
6. Independence from the State: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
  7. Non-Discrimination Clause (See Cal. Code Regs., title 2, section 11105):
    - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by OSHPD to implement such article.
  - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and OSHPD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or OSHPD shall require to ascertain compliance with this clause.
  - d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
8. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
  9. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.
  10. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in this Agreement is binding on any of the parties.
  11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of OSHPD in the form of a formal written amendment.

12. Indemnification: Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
13. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement shall be resolved as follows:
  - a. Grantee will discuss the problem informally with the OSHPD Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
  - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why Grantee does not agree with the Deputy Director's decision. The Chief Deputy Director or their designee (who shall not be the Deputy Director or their designee) shall meet with the Grantee within 20 working days of receipt of the Grantee's appeal. During this meeting, Grantee and OSHPD may present evidence in support of their positions.
  - d. Within ten working days after meeting with the Grantee, the Chief Deputy Director or their designee shall respond in writing to Grantee with their decision. The Chief Deputy Director's decision will be final.
14. Termination for Cause: In addition to the Breach provisions above, OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.
15. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and

obligations hereunder. The Grantee agrees to be fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

16. **Governing Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**I. Program Representatives**

The program representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Grantee: County of Fresno
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program	
Name: Wes Salter Program Manager	Program Representative Name: Laura Luna, Program Manager
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: 1925 E. Dakota Avenue Fresno, CA 93726
Phone: (916) 326-3781	Phone: (559) 600-6838
Email: <a href="mailto:Wesley.Salter@oshpd.ca.gov">Wesley.Salter@oshpd.ca.gov</a>	Email: <a href="mailto:Lluna@Fresnocountyca.gov">Lluna@Fresnocountyca.gov</a>

Direct all administrative inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee: County of Fresno
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program	
Name: Wes Salter Program Manager	Name: Laura Luna, Program Manager
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: 1925 E. Dakota Avenue Fresno, CA 93726
Phone: (916) 326-3781	Phone: (559) 600-6838
Email: <a href="mailto:Wesley.Salter@oshpd.ca.gov">Wesley.Salter@oshpd.ca.gov</a>	Email: <a href="mailto:Lluna@Fresnocountyca.gov">Lluna@Fresnocountyca.gov</a>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OFFICE OF STATEWIDE HEALTH  
PLANNING AND DEVELOPMENT

GRANTEE: COUNTY OF FRESNO

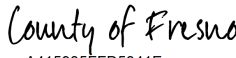
Signature:

DocuSigned by:  
  
A1D2C7A99E90489...

Name: Eric Reslock

Title: Budget and Facilities Operations  
Service Manager

Signature:

DocuSigned by:  
  
A415935FFD5341E...

Name: County of Fresno

Title: Program Manager, Dept of Behavioral Health

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

<b>1</b>	<p><b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments.</p> <p>Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>						
<b>2</b>	<p><b>BUSINESS NAME</b> (As shown on your income tax return) COUNTY OF FRESNO</p>						
					<b>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL</b> (Name as shown on SSN or ITIN) Last, First, MI		<b>E-MAIL ADDRESS</b> DBH-Invoices@fresnocountyca.gov
<b>MAILING ADDRESS</b> PO Box 712				<b>BUSINESS ADDRESS</b> 1925 E Dakota Ave			
<b>CITY</b> Fresno		<b>STATE</b> CA	<b>ZIP CODE</b> 93712	<b>CITY</b> Fresno		<b>STATE</b> CA	<b>ZIP CODE</b> 93726
<b>3</b>	<p><b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 9 4 - 6 0 0 0 5 1 2</p> <p><input type="checkbox"/> <b>PARTNERSHIP</b></p> <p><input type="checkbox"/> <b>ESTATE OR TRUST</b></p> <p><b>CORPORATION:</b></p> <p><input type="radio"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="radio"/> <b>LEGAL</b> (e.g., attorney services)</p> <p><input checked="" type="radio"/> <b>EXEMPT</b> (nonprofit)</p> <p><input type="radio"/> <b>ALL OTHERS</b></p>						<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer identification number.</p>
<b>CHECK ONE BOX ONLY</b>	<p><input type="checkbox"/> <b>SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC</b> (Disregarded Entity)</p> <p><b>ENTER SSN OR ITIN:</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><small>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</small></p>						
<b>4</b>	<p><input checked="" type="checkbox"/> <b>CALIFORNIA RESIDENT</b> - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> <b>CALIFORNIA NON RESIDENT</b> (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding.</p> <p><input type="radio"/> No services performed in California.</p> <p><input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.</p>						
<b>5</b>	<p><b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</b></p>						
<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Sean Patterson			<b>TITLE</b> Business Manager		<b>TELEPHONE</b> (include area code) 559-600-4600		
<b>SIGNATURE</b> 			<b>DATE</b> 7/16/2020		<b>E-MAIL ADDRESS</b> spatterson@fresnocountyca.gov		
<b>6</b>	<p><b>Please return completed form to:</b></p>						
<b>DEPARTMENT/OFFICE</b> Behavioral Health Finance				<b>UNIT/SECTION</b> Accounts Payable			
<b>MAILING ADDRESS</b> 1925 E Dakota Ave				<b>TELEPHONE</b> (include area code) 559-600-4600		<b>FAX</b>	
<b>CITY</b> Fresno		<b>STATE</b> CA	<b>ZIP CODE</b> 93726	<b>E-MAIL ADDRESS</b> DBH-Invoices@fresnocountyca.gov			

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

<b>1</b>	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
<b>2</b>	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
<b>3</b>	<p>Check only <b>one</b> box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide <b>one</b> of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>          For hearing impaired with TDD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
<b>5</b>	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
<b>6</b>	<p>This section must be completed by the state agency requesting the STD 204.</p>

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
COUNTY OF FRESNO - BEHAVIORAL HEALTH	94-6000512

By (Authorized Signature)



Printed Name and Title of Person Signing

Sean Patterson, Business Manager

Date Executed	Executed in the County of
7/16/2020	Fresno

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

# Grant Agreement Request

OSH-AD-131 (Rev. 5/31/2019)

**INSTRUCTIONS:** Forward one original signed copy of the Grant Agreement Request (OSH-AD-131), two copies of the Agreement Summary (STD. Form 215), one copy of the (STD Form 213) with all Exhibits or Grant Agreement, one copy Payee Data Record (STD 204), and one copy Contractor Certification Clauses (CCC 307) ( if applicable) to the Procurement and Contract Services (PCS).

<p>1. Date of Request <u>8/05/2020</u></p> <p>2. Requesting Unit <u>HWDD</u></p> <p>3. Grant Manager <u>Wes Salter</u></p> <p>Room No. <u>1222</u> Phone No. <u>(916) 326-3781</u></p>	<p>5. Grant Agreement Number</p> <p><input checked="" type="checkbox"/> A. New <u>20-10015</u></p> <p><input type="checkbox"/> B. Amendment Amendment No. _____</p> <p><input type="checkbox"/> Revised      <input type="checkbox"/> Extend Time      <input type="checkbox"/> Add Funds</p> <p>Prior Grant Agreement No. (If applicable) _____</p>				
<p>4. Name and Address of Grantee                  County of Fresno                  PO Box 712                  Fresno, California 93712</p>	<p>6. <input checked="" type="checkbox"/> Grant Agreement language being used for this agreement has been reviewed by the Office of Statewide Health Planning and Development Legal Office</p> <p>7. Contact Email Address: <a href="mailto:Lluna@Fresnocountyca.gov">Lluna@Fresnocountyca.gov</a></p> <p>8. Contact Name and Phone Number: <i>(if name is different from box 4)</i>                  Laura Luna                  (559) 600-6838</p>				
<p>9. Term – From: <u>9/15/2020</u> To: <u>6/30/2026</u> Amount: <u>\$6,615,968</u></p>					
<p>10. Amount Encumbered for this Agreement   <u>\$6,615,968</u></p>	<p>11. Prior Amount Encumbered to Date   <u>\$0.00</u></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 60%;">13. Item <u>4140-101-3085</u></td> <td style="width: 10%;">14. Chapter <u>23</u></td> <td style="width: 15%;">15. Statute <u>2019</u></td> <td style="width: 15%;">16. Fiscal Year <u>19/20</u></td> </tr> </table>	13. Item <u>4140-101-3085</u>	14. Chapter <u>23</u>	15. Statute <u>2019</u>	16. Fiscal Year <u>19/20</u>
13. Item <u>4140-101-3085</u>	14. Chapter <u>23</u>	15. Statute <u>2019</u>	16. Fiscal Year <u>19/20</u>		
<p>12. Total Amount Encumbered to Date   <u>\$6,615,968</u></p>	<p>17. Object of Expenditure (Program, Reporting Structure, Account/Alt Account)   <u>3835000165, 41403100, 5432500/5432500016</u></p>				
<p>18. Request Originated by   <u>John A. Madriz</u>      <u>8-6-2020</u>                  Unit/Section Chief 's Signature      Date</p>	<p>19. Meets Current Program Policy   <u>CJ Howard</u>      <u>7 August 2020</u>                  Deputy Director's Signature      Date</p>				
<p>"I certify that this purchase is vital and mission critical for the Office of Statewide Health Planning and Development."</p>					
<p>20. Budget Office Signature                   DocuSigned by:  <u>Eugene Lanin</u>                  Accounting Office Signature</p>	<p>Date   <u>08/12/2020   9:03 AM PDT</u></p>				
<p>21. CIO Signature                   DocuSigned by:  <u>Yelena Neveon</u>                  CIO Signature</p>	<p>Date   <u>08/19/2020   2:33 PM PDT</u></p>				
<p>22. CIO Signature (For Information Technology Contracts, as applicable)</p>	<p>Date</p>				

SCO ID:

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

**20-10015**

AMENDMENT NUMBER

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME County of Fresno		2. FEDERAL I.D. NUMBER 94-6000512
3. AGENCY TRANSMITTING AGREEMENT Office of Statewide Health Planning and Development	4. DIVISION, BUREAU, OR OTHER UNIT HWDD	5. AGENCY BILLING CODE 88311
6a. CONTRACT ANALYST NAME Wes Salter	6b. EMAIL Wesley.Salter@oshpd.ca.gov	6c. PHONE NUMBER (919) 326-3781

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

 No  Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

Mental Health Workforce Education and Training Regional Partnerships Implementation.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

County of Fresno will assist OSHPD by developing and implementing mental healthcare workforce development strategies that align with the WET Five-Year Plan 2020-2025 and address regional needs by strengthening recruitment, training, education, and retention of the public mental health system workforce in the Mental Health Central Region.

10. PAYMENT TERMS (More than one may apply)

 Monthly Flat Rate  Quarterly  One-Time Payment  Progress Payment Itemized Invoice  Withhold \_\_\_\_\_ %  Advanced Payment Not To Exceed Reimbursement / Revenue \_\_\_\_\_ or \_\_\_\_\_ % Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
+ MHSF	4140-101-3085	19/20	23	2019	\$6,615,968.00
-					
+ -					
+ -					
+ -					

OBJECT CODE

3835000165, 41403100, 5432500/5432500016

AGREEMENT TOTAL

**\$6,615,968.00**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT  
\$6,615,968.00PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT  
\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE  
\$6,615,968.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

DocuSigned by:  
Yelena Neverov

Yelena Neverov

08/19/2020 | 2:33 PM PD

130C847CEB8F4A8...

SCO ID:

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

<b>AGREEMENT NUMBER</b> <b>20-10015</b>	<b>AMENDMENT NUMBER</b>
--------------------------------------------	-------------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	9/15/2020	6/30/2026		Exempt
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1				
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 2				
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 3				
<b>TOTAL</b>				

13. BIDDING METHOD USED

- Request for Proposal (RFP) *(Attach justification if secondary method is used)*
 Use of Master Service Agreement  
 Invitation for Bid (IFB)
  Exempt from Bidding *(Give authority for exempt status)*
 Sole Source Contract *(Attach STD. 821)*  
 Other *(Explain)* Welfare and Institutions Code 5814(g) and 5897(e)

*Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

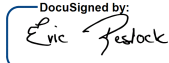
N/A Grant

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
  Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
 Not Applicable (Interagency / Public Works / Other N/A Grant)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE 	SIGNER'S NAME <i>(Print or Type)</i> Eric Reslock	DATE SIGNED 09/03/2020   4:33 PM PD
-------------------------------------------------------------------------------------------------------------	------------------------------------------------------	----------------------------------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes if any)*  
 No *(Explain below)*  Yes \_\_\_\_\_ % of Agreement

N/A Grant Guide

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  
 No  Yes *(If Yes, provide justification below)*

A multi-year contract provides continuity of services and minimizes State administrative costs associated with processing contracts annually.

**SCO ID:**

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

<p align="center"><b>AGREEMENT NUMBER</b> <b>20-10015</b></p>	<p align="center"><b>AMENDMENT NUMBER</b></p>
-------------------------------------------------------------------	-----------------------------------------------

*I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.*

<p>SIGNATURE</p> <p>DocuSigned by: <i>Eric Reslock</i></p> <p>A1D2C7A99E90489...</p>	<p>NAME/TITLE <i>(Print or Type)</i></p> <p>Eric Reslock</p>	<p>DATE SIGNED</p> <p>09/03/2020   4:33 PM PD</p>
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**SCO ID:**

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

<b>AGREEMENT NUMBER</b> <b>20-10015</b>	<b>AMENDMENT NUMBER</b>
--------------------------------------------	-------------------------

**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A Grant

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE	NAME/TITLE <i>(Print or Type)</i>	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

## Certificate Of Completion

Envelope Id: 394513B6259E4666885FBA17CAEBB0F3	Status: Completed
Subject: Esign Request for County of Fresno, WET Regional Partnership Grant Agreement 20-10015	
Source Envelope:	
Document Pages: 33	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	OSHPD
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1860 Michael Faraday Drive Suite 100
	Reston, VA 20190
	esign@oshpd.ca.gov
	IP Address: 104.129.192.105

## Record Tracking

Status: Original 8/10/2020 3:45:18 PM	Holder: OSHPD esign@oshpd.ca.gov	Location: DocuSign
Storage Appliance Status: Connected	Pool: California Office of Statewide Health Planning and Development	Location: DocuSign

## Signer Events

County of Fresno  
Lluna@Fresnocountyca.gov  
Program Manager, Dept of Behavioral Health  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 64.171.224.66

## Timestamp

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Resent: 8/11/2020 10:58:28 AM  
Viewed: 8/11/2020 10:59:12 AM  
Signed: 8/11/2020 11:00:54 AM

### Electronic Record and Signature Disclosure:

Accepted: 8/11/2020 10:59:12 AM  
ID: 14a12285-734d-429c-a545-9f039f591e93  
Company Name: California Office of Statewide Health Planning and Development

Eugene Lankin  
esignbudget@oshpd.ca.gov  
California Office of Statewide Health Planning and Development  
Security Level: Email, Account Authentication (None)


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Signature Adoption: Pre-selected Style  
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### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Yelena Neverov  
esignaccounting@oshpd.ca.gov  
OSHPD  
Security Level: Email, Account Authentication (None)

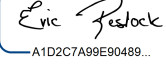
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Signed: 8/19/2020 2:33:19 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eric Reslock  
ESignPCS@oshpd.ca.gov  
Chief of Business Services  
Carahsoft OBO California Office of Statewide Health Planning and Development  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 104.129.192.54

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Viewed: 8/20/2020 11:56:59 AM  
Signed: 9/3/2020 4:33:35 PM

### Electronic Record and Signature Disclosure:

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<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Envelope Sent	Hashed/Encrypted	8/19/2020 2:33:25 PM
Certified Delivered	Security Checked	8/20/2020 11:57:00 AM
Signing Complete	Security Checked	9/3/2020 4:33:35 PM
Completed	Security Checked	9/3/2020 4:33:35 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California Office of Statewide Health Planning and Development (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact California Office of Statewide Health Planning and Development:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [esign@oshpd.ca.gov](mailto:esign@oshpd.ca.gov)

### **To advise California Office of Statewide Health Planning and Development of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [esign@oshpd.ca.gov](mailto:esign@oshpd.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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### **To request paper copies from California Office of Statewide Health Planning and Development**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [esign@oshpd.ca.gov](mailto:esign@oshpd.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with California Office of Statewide Health Planning and Development**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [esign@oshpd.ca.gov](mailto:esign@oshpd.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Office of Statewide Health Planning and Development as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Office of Statewide Health Planning and Development during the course of your relationship with California Office of Statewide Health Planning and Development.