

**AGREEMENT**

This Agreement is made and entered into this 25th day of February 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and San Diego State University Research Foundation, a California non-profit organization, whose address is 5250 Campanile Dr, San Diego, CA 92182, hereinafter referred to as "CONTRACTOR," (collectively the "parties").

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is committed to raising awareness, reducing stigma, and providing education, training and services to the diverse populations in Fresno County; and

WHEREAS, COUNTY, through its DBH, Mental Health Services Act (MHSA) Innovation (INN) component, has a need for a community planning process around Transition Aged Youth (TAY) Innovation Programs utilizing the Human-Centered Design Thinking model; and

WHEREAS, CONTRACTOR, is uniquely qualified, willing and able to provide services required by the COUNTY, pursuant to the terms and conditions of this Agreement.

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

**1. SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities set for in Exhibit A "Summary of Services", which is attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall align programs, services, and practices with the vision, mission, and guiding principles of the DBH, as further described in Exhibit B, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery", attached hereto and by this reference incorporated herein and made part of this Agreement.

C. CONTRACTOR shall participate in meetings consisting of staff from COUNTY's DBH to discuss service requirements, data reporting, outcomes measurement, training, policies and procedures, overall program operations, and any problems or foreseeable problems that may arise.

1 D. CONTRACTOR shall comply with all contract monitoring and compliance protocols,  
2 procedures, data collection methods, and reporting requirements conducted by the COUNTY.

3 **2. TERM**

4 The Agreement shall become effective upon execution and shall terminate on the 30<sup>th</sup> of  
5 June, 2020.

6 **3. TERMINATION**

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

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

- 13 1) An illegal or improper use of funds;
- 14 2) A failure to comply with any term of this Agreement;
- 15 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 16 4) Improperly performed service.

17 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any  
18 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither  
19 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or  
20 default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any  
21 funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not  
22 expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any  
23 such funds upon demand or, at COUNTY's option, such repayment shall be deducted from future  
24 payments owing to CONTRACTOR under this Agreement.

25 C. Without Cause - Under circumstances other than those set forth above, this  
26 Agreement may be terminated by CONTRACTOR or COUNTY upon thirty (30) days advance written  
27 notice of an intention to terminate the Agreement. COUNTY's DBH Director, or designee, is authorized to  
28 execute such written notice on behalf of COUNTY.

1           **4. COMPENSATION**

2           For actual services provided as identified in the terms and conditions of this Agreement,  
3 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
4 compensation in accordance with Exhibit C, "Budget Summary," attached hereto and by this reference  
5 incorporated herein. Mandated travel shall be reimbursed based on actual expenditures and mileage  
6 reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate.  
7 Payment shall be made upon certification or other proof satisfactory to COUNTY's DBH that services  
8 have actually been performed by CONTRACTOR as specified in this Agreement.

9           The maximum amount payable to CONTRACTOR for the period effective upon execution  
10 through June 30, 2020 shall not exceed Ninety-Two Thousand, One and No/100 Dollars (\$92,001.00). In  
11 no event shall services performed under this Agreement be in excess of Ninety-Two Thousand, One and  
12 No/100 Dollars (\$92,001.00). It is understood that all expenses incidental to CONTRACTOR's  
13 performance of services under this Agreement shall be borne by CONTRACTOR.

14           Except as provided below regarding State payment delays, payments shall be made by  
15 COUNTY to CONTRACTOR in arrears, for services provided during the preceding month, within forty-five  
16 (45) days after the date of receipt, verification, and approval of CONTRACTOR's invoices by COUNTY's  
17 DBH.

18           If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY  
19 shall be relieved of its obligation for further compensation. All final invoices shall be submitted by  
20 CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed.  
21 No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any  
22 compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this  
23 Agreement shall automatically revert to COUNTY.

24           The services provided by CONTRACTOR under this Agreement are funded in whole or in  
25 part by the State of California. In the event that funding for these services is delayed by the State  
26 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall  
27 not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the  
28 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to

1 COUNTY plus forty-five (45) days.

2 **5. INVOICING**

3 CONTRACTOR shall invoice COUNTY in arrears by the twentieth (20th) day of each  
4 month for actual expenses incurred and services rendered in the previous month to:

5 [DBH-Invoices@fresnocountyca.gov](mailto:DBH-Invoices@fresnocountyca.gov).

6 CONTRACTOR shall submit to the COUNTY by the twentieth (20th) of each month a  
7 detailed general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL reports  
8 and supporting documentation shall be deemed sufficient cause for COUNTY to withhold payments until  
9 there is compliance, as further described in Section Five (5) herein. Supporting documentation shall  
10 include but is not limited to receipts, invoices received, and documented administrative / overhead costs.  
11 No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed  
12 and approved by COUNTY's DBH. Support documents will be made available upon request.

13 At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is  
14 otherwise not in proper form or substance, COUNTY's DBH Director or designee shall have the right to  
15 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior  
16 notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety  
17 (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the  
18 invoice(s) is still not corrected to COUNTY's DBH satisfaction, COUNTY's DBH Director or designee may  
19 elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of  
20 this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this  
21 Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director or designee,  
22 COUNTY's DBH shall have the right to deny payment of any additional invoices received.

23 CONTRACTOR must maintain such financial records for a period of three (3) years or until  
24 any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for  
25 any disallowances related to inadequate documentation.

26 **6. INDEPENDENT CONTRACTOR**

27 In performance of the work, duties, and obligations assumed by CONTRACTOR under this  
28 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of

1 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an  
2 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
3 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to  
4 control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and  
5 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
6 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.  
7 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
8 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or  
9 indirectly the subject of this Agreement.

10 Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
11 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
12 solely liable and responsible for providing to, or on behalf of, its employees all legally required employee  
13 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all  
14 matters relating to payment of CONTRACTOR's employees, including compliance with Social Security,  
15 withholding, and all other regulations governing such matters. It is acknowledged that during the term of  
16 this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this  
17 Agreement.

18 **7. MODIFICATION**

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

21 Notwithstanding the above, changes to line items in the budget, attached hereto as Exhibit  
22 C, in the amount not to exceed ten percent (10%) of the maximum compensation as identified in Section  
23 Four (4) of the Agreement, may be made with the signed written approval of COUNTY's DBH Director, or  
24 his or her designee and CONTRACTOR. Said modifications shall not result in any change to the annual  
25 maximum compensation amount payable to CONTRACTOR, as stated in this Agreement.

26 **8. NON-ASSIGNMENT**

27 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties  
28 under this Agreement without the prior written consent of the other party.

1           **9.     HOLD HARMLESS**

2           Contractor shall defend, indemnify and hold harmless County, its officers, employees, and  
3 agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or  
4 damages arising out of the performance of this Agreement but only in proportion to and to the extent such  
5 liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the  
6 negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

7           County shall defend, indemnify and hold harmless Contractor, San Diego State University,  
8 Trustees of the CSU, the State of California, its officers, employees and agents from and against any and  
9 all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of  
10 this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or  
11 claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of  
12 County, its officers, agents or employees.

13           **10.    INSURANCE**

14           Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third  
15 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance  
16 policies throughout the term of this Agreement:

17           A.     Commercial General Liability

18           Commercial General Liability Insurance with limits of not less than Two Million  
19 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million  
20 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.  
21 COUNTY may require specific coverages including completed operations, product  
22 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or  
23 any other liability insurance deemed necessary because of the nature of the  
24 Agreement.

25           B.     Automobile Liability

26           Comprehensive Automobile Liability Insurance with limits no less than One Million  
27 Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage  
28 should include any automobile used in connection with this Agreement. If  
CONTRACTOR's employees are not covered by CONTRACTOR's automobile  
liability insurance policy, CONTRACTOR shall ensure that each employee as part  
of this Agreement procures and maintains their own private automobile coverage in  
force during the term of this Agreement, at the employee's sole cost and expense.

1 C. Professional Liability

2 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W.,  
3 L.M.F.T., etc.) in providing services, Professional Liability Insurance with limits of  
4 not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars  
5 (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its  
6 sole expense, in full force and effect for a period of five (5) years following the  
7 termination of this Agreement, one or more policies of professional liability  
8 insurance with limits of coverage as specified herein.

9 D. Worker's Compensation

10 A policy of Worker's Compensation Insurance as may be required by the California  
11 Labor Code.

12 E. Molestation

13 CONTRACTOR shall have either separate policy or an umbrella policy with  
14 endorsements covering sexual abuse/molestation coverage or have a specific  
15 endorsement on their General Commercial liability policy covering sexual  
16 abuse/molestation. The policy limits for this policy shall be One Million Dollars  
17 (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) annual  
18 aggregate. The policy shall be on a per occurrence basis.

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

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

31 Within thirty (30) days from the date each CONTRACTOR signs this Agreement, said  
32 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the

1 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Public  
2 Behavioral Health Division, 2085 E. Dakota Ave, Fresno, California, 93726, Attention: TAY HCDD  
3 Contract Staff Analyst, stating that such insurance coverages have been obtained and are in full force;  
4 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on  
5 the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to  
6 recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance  
7 policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability  
8 insurance names the County of Fresno, its officers, agents and employees, individually and collectively,  
9 as additional insured, but only insofar as the operations under this Agreement are concerned; that such  
10 coverage for additional insured shall apply as primary insurance and any other insurance, or self-  
11 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not  
12 contributing with insurance provided under CONTRACTOR policies herein; and that this insurance shall  
13 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to  
14 COUNTY.

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

18 All policies shall be with admitted insurers licensed to do business in the State of California.  
19 Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or  
20 better.

21 **11. RECORDS**

22 Financial, statistical and demographic data shall be kept and reports made as required by  
23 the County's Department of Behavioral Health Director and State. COUNTY shall be allowed to review all  
24 records of services provided, including the goals and objectives of services, and how the services  
25 provided is achieving the goals and objectives. All such records shall be available for inspection by the  
26 designated Auditors of COUNTY or State at reasonable times during normal business hours. All such  
27 records shall be maintained through the end of this Agreement. All records shall be considered property  
28 of COUNTY and shall be retained by COUNTY at the termination or expiration of this Agreement.



1           **12.    REPORTS**

2           CONTRACTOR shall submit to COUNTY's DBH by the tenth (10th) of each  
3 month all program and budget reports for the preceding month. CONTRACTOR shall also furnish  
4 to COUNTY such statements, records, reports, data, and other information as COUNTY's DBH may  
5 reasonably request pertaining to matters covered by this Agreement. In the event that CONTRACTOR  
6 fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause  
7 for COUNTY to withhold monthly payments until there is compliance. In addition, CONTRACTOR shall  
8 provide written notification and explanation to COUNTY within five (5) days of any funds received from  
9 another source to conduct the same services covered by this Agreement.

10           **13.    REFERENCES TO LAWS AND RULES**

11           In the event any law, regulation, or policy referred to in this Agreement is amended during  
12 the term thereof, the parties hereto agree to comply with the amended provision as of the effective date of  
13 such amendment.

14           **14.    COMPLIANCE WITH STATE REQUIREMENTS**

15           CONTRACTOR recognizes that COUNTY operates its mental health programs under an  
16 agreement with the State Department of Health Care Services, and that under said agreement the State  
17 imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere to all  
18 State requirements, including those identified in Exhibit D, "State Mental Health Requirements", attached  
19 hereto and by this reference incorporated herein and made part of this Agreement.

20           **15.    CONFIDENTIALITY**

21           All services performed by CONTRACTOR under this Agreement shall be in strict  
22 conformance with all applicable Federal, State of California and/or local laws and regulations relating to  
23 confidentiality.

24           **16.    DATA SECURITY**

25           For the purpose of preventing the potential loss, misappropriation or inadvertent access,  
26 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of  
27 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into  
28 a contractual relationship with the COUNTY for the purpose of providing services under this Agreement

1 must employ adequate data security measures to protect the confidential information provided to  
2 CONTRACTOR by the COUNTY, including but not limited to the following:

3 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

4 CONTRACTOR may not connect to COUNTY networks via personally-owned  
5 mobile, wireless or handheld devices, unless the following conditions are met:

- 6 1) CONTRACTOR has received authorization by COUNTY for  
7 telecommuting purposes;
- 8 2) Current virus protection software is in place;
- 9 3) Mobile device has the remote wipe feature enabled; and
- 10 4) A secure connection is used.

11 B. CONTRACTOR-Owned Computers or Computer Peripherals

12 CONTRACTOR may not bring CONTRACTOR-owned computers or computer  
13 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information  
14 Officer, and/or his or her designee(s), including but not limited to mobile storage devices. If data is  
15 approved to be transferred, data must be stored on a secure server approved by the COUNTY and  
16 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure  
17 connection. Said data must be encrypted.

18 C. COUNTY-Owned Computer Equipment

19 CONTRACTOR may not use COUNTY computers or computer peripherals on non-  
20 COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or his or  
21 her designee(s).

22 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on  
23 any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

24 E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity  
25 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
26 disclosure of data maintained in computer files, program documentation, data processing systems, data  
27 files and data processing equipment which stores or processes COUNTY data internally and externally.

28 F. Confidential client information transmitted to one party by the other by means of

1 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128  
2 BIT or higher. Additionally, a password or pass phrase must be utilized.

3 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,  
4 breaches or potential breaches of security related to COUNTY's confidential information, data maintained  
5 in computer files, program documentation, data processing systems, data files and data processing  
6 equipment which stores or processes COUNTY data internally or externally.

7 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
8 arising from a possible breach of security related to COUNTY's confidential client information provided to  
9 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
10 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be  
11 responsible for all costs incurred as a result of providing the required notification.

12 **17. PROPERTY OF COUNTY**

13 A. COUNTY and CONTRACTOR recognizes that fixed assets are tangible and  
14 intangible property obtained or controlled under COUNTY's MHP for use in operational capacity and will  
15 benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a  
16 straight-line basis.

17 For COUNTY purposes, fixed assets must fulfill three qualifications:

- 18 1. Asset must have life span of over one year.
- 19 2. The asset is not a repair part.
- 20 3. The asset must be valued at or greater than the capitalization thresholds for  
21 the asset type.

<u>Asset Type</u>	<u>Threshold</u>
• Land	\$ 0
• Building and Improvements	\$ 100,000
• Infrastructure	\$ 100,000
• Tangible	\$ 5,000
o Equipment	
o Vehicles	
• Intangible Asset	\$ 100,000
o Internal Generate Software	
o Purchased Software	
o Easements	

- Patents
- Capital Lease \$ 5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset, it will be tagged with a COUNTY program number. A "Fixed Asset Log", attached hereto as Exhibit E and by this reference incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset Management System and annual inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

B. Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but more than \$1,000, with over one (1) year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras and other sensitive items as determined by COUNTY's DBH Director, or his or her designee. CONTRACTOR maintains a tracking system on the items and are not required to be capitalize or depreciated. The items are subject to annual inventory for compliance.

C. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement.

CONTRACTOR further agrees to the following:

1. To maintain all items of equipment in good working order and condition, normal wear and tear is expected;
2. To label all items of equipment with COUNTY assigned program number, to perform periodic inventories as required by COUNTY and to maintain an inventory list showing where and how the equipment is being used, in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and

1                   3.       To report in writing to COUNTY immediately after discovery, the loss or theft  
2 of any items of equipment. For stolen items, the local law enforcement agency must be contacted and a  
3 copy of the police report submitted to COUNTY.

4                   D.       The purchase of any equipment by CONTRACTOR with funds provided hereunder  
5 shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as  
6 appropriate, and must be directly related to CONTRACTOR services or activity under the terms of this  
7 Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment  
8 purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from  
9 COUNTY.

10                  E.       CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever  
11 there is any modification or change in the use of any property acquired or improved, in whole or in part,  
12 using funds under this Agreement. If any real or personal property acquired or improved with said funds  
13 identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this  
14 Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market  
15 value of the property, less any portion thereof attributable to expenditures of funds not provided under this  
16 Agreement. These requirements shall continue in effect for the life of the property. In the event this  
17 Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or  
18 property funded with said funds, unless action is taken by the State government to relieve COUNTY of  
19 these obligations.

20                  **18.    NON-DISCRIMINATION**

21                  During the performance of this Agreement, CONTRACTOR and its subcontractors shall not  
22 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin,  
23 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,  
24 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor  
25 shall they discriminate unlawfully against any employee or applicant for employment because of race,  
26 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
27 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
28 orientation, or military or veteran status. CONTRACTOR shall insure that the evaluation and treatment of

1 employees and applicants for employment are free of such discrimination.

2 CONTRACTOR and subcontractors shall comply with the provisions of the Fair  
3 Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder (Cal.  
4 Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of  
5 the Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by the  
6 awarding state agency to implement such article. CONTRACTOR shall permit access by representatives  
7 of the Department of Fair Employment and Housing and the awarding state agency upon reasonable  
8 notice at any time during the normal business hours, but in no case less than twenty-four (24) hours  
9 notice, to such of its books, records, accounts, and all other sources of information and its facilities as  
10 said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and  
11 its subcontractors shall give written notice of their obligations under this clause to labor organizations with  
12 which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105)  
13 CONTRACTOR shall include the Non-Discrimination and compliance provisions of this clause in all  
14 subcontracts to perform work under this Agreement.

15 **19. CONFLICT OF INTEREST**

16 No officer, agent, or employee of COUNTY who exercises any function or responsibility for  
17 planning and carrying out the services provided under this Agreement shall have any direct or indirect  
18 personal financial interest in this Agreement. In addition, no employee of COUNTY shall be employed by  
19 CONTRACTOR to fulfill any contractual obligations with COUNTY.

20 CONTRACTOR shall also comply with all Federal, State of California, and local conflict of  
21 interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this  
22 Agreement and any officer, agent, or employee of COUNTY.

23 **20. SINGLE AUDIT CLAUSE**

24 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars and No/100  
25 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to  
26 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in  
27 Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR shall submit said audit and  
28 management letter to COUNTY. The audit must include a statement of findings or a statement that there

1 were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan  
2 signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-  
3 compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's  
4 DBH Business Office for review within nine (9) months of the end of any fiscal year in which funds were  
5 expended and/or received for the program. Failure to perform the requisite audit functions as required by  
6 this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,  
7 contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to  
8 enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole  
9 responsibility of CONTRACTOR.

10 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not  
11 exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or  
12 CONTRACTOR's only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a  
13 program audit must be performed and a program audit report with management letter shall be submitted  
14 by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said  
15 audit report shall be delivered to COUNTY's DBH Business Office for review, no later than nine (9)  
16 months after the close of the fiscal year in which the funds supplied through this Agreement are  
17 expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or  
18 contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are  
19 the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material  
20 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under  
21 this Section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's  
22 Auditor-Controller/Treasurer-Tax Collector.

23 C. CONTRACTOR shall make available all records and accounts for inspection by  
24 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal  
25 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
26 least three (3) years following final payment under this Agreement or the closure of all other pending  
27 matters, whichever is later.

28 ///

1                   **21.    ASSURANCES**

2                   In entering into this Agreement, CONTRACTOR certifies that it is not currently excluded,  
3 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs: that it  
4 has not been convicted of a criminal offense related to the provision of health care items or services; nor  
5 has it been reinstated to participation in the Federal Health Care Programs after a period of exclusion,  
6 suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering into a contract, that  
7 CONTRACTOR is ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility  
8 for, or involvement with, COUNTY's business operations related to the Federal Health Care Programs  
9 and shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or  
10 the items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part,  
11 directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until such  
12 time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

13                   A.       If COUNTY has notice that CONTRACTOR has been charged with a criminal  
14 offense related to any Federal Health Care Program, or is proposed for exclusion during the term of any  
15 contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy of any  
16 claims submitted to any Federal Health Care Program. At its discretion given such circumstances,  
17 COUNTY may request that CONTRACTOR cease providing services until resolution of the charges or the  
18 proposed exclusion.

19                   B.       CONTRACTOR agrees that all potential new employees of CONTRACTOR or  
20 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services  
21 under this Agreement, will be queried as to whether: (1) they are now or ever have been excluded,  
22 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they  
23 have been convicted of a criminal offense related to the provision of health care items or services; and or  
24 (3) they have been reinstated to participation in the Federal Health Care Programs after a period of  
25 exclusion, suspension, debarment, or ineligibility.

26                   1)       In the event the potential employee or subcontractor informs  
27 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been  
28 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR hires



1 or engages such potential employee or subcontractor, CONTRACTOR will ensure that said employee or  
2 subcontractor does no work, either directly or indirectly relating to services provided to COUNTY.

3           2) Notwithstanding the above, COUNTY at its discretion may terminate this  
4 Agreement in accordance with Section Two (2) of this Agreement, or require adequate assurance (as  
5 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of  
6 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.  
7 Such demand for adequate assurance shall be effective upon a timeframe to be determined by COUNTY  
8 to protect the interests of COUNTY consumers.

9           C. CONTRACTOR shall verify (by asking the applicable employees and  
10 subcontractors) that all current employees and existing subcontractors who, in each case, are expected  
11 to perform professional services under this Agreement (1) are not currently excluded, suspended,  
12 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been  
13 convicted of a criminal offense related to the provision of health care items or services; and (3) have not  
14 been reinstated to participation in the Federal Health Care Program after a period of exclusion,  
15 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs  
16 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in  
17 the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of  
18 health care services, CONTRACTOR will ensure that said employee or subcontractor does no work,  
19 either direct or indirect, relating to services provided to COUNTY.

20           1) CONTRACTOR agrees to notify COUNTY immediately during the term of  
21 this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each case,  
22 is providing professional services under this Agreement is excluded, suspended, debarred or otherwise  
23 ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense relating  
24 to the provision of health care services.

25           2) Notwithstanding the above, COUNTY at its discretion may terminate this  
26 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as  
27 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor of  
28 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.

1 Such demand for adequate assurance shall be effective upon a timeframe to be determined by COUNTY  
2 to protect the interests of COUNTY clients.

3 D. CONTRACTOR agrees to cooperate fully with any reasonable requests for  
4 information from COUNTY, which may be necessary to complete any internal or external audits relating to  
5 CONTRACTOR's compliance with the provisions of this Section.

6 E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty  
7 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of  
8 CONTRACTOR's obligations as described in this Section.

9 **22. PUBLIC PROHIBITION**

10 None of the funds, materials, property or services provided directly or indirectly under this  
11 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
12 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the  
13 above, publicity of the services described in Section One (1) of this Agreement shall be allowed as  
14 necessary to raise public awareness about the availability of such specific services when approved in  
15 advance by COUNTY's DBH Director, or his or her designee, and at a cost to be provided in Exhibit C for  
16 such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any  
17 other related expense(s).

18 **23. CHILD ABUSE REPORTING ACT**

19 CONTRACTOR shall establish a procedure acceptable to the COUNTY's DBH Director, or  
20 his or her designee, to ensure that all of the CONTRACTOR's employees, consultants, subcontractors or  
21 agents described in the Child Abuse Reporting Act, section 1116 et seq. of the Penal Code, and  
22 performing services under this Agreement shall report all known or suspected child abuse or neglect to a  
23 child protective agency as defined in Penal Code section 11165.9. This procedure shall include:

24 A. A requirement that all CONTRACTOR's employees, consultants, subcontractors or  
25 agents performing services shall sign a statement that he or she knows of and will comply with the  
26 reporting requirements as defined in Penal Code section 11166(a), identified in Exhibit F, attached hereto  
27 and incorporated herein by reference and made part of this Agreement.

28 B. Establishing procedures to ensure reporting even when employees, consultants,

1 subcontractors, or agents who are not required to report child abuse under Penal Code section 11166(a),  
2 gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

3 **24. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

4 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or  
5 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104, and  
6 455.106(a)(1),(2).

7 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),  
8 the following information must be disclosed by CONTRACTOR by completing Exhibit G, "Disclosure of  
9 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein  
10 and made part of this Agreement. CONTRACTOR shall submit this form to COUNTY's DBH within thirty  
11 (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes  
12 to this information within thirty-five (35) days of occurrence by completing Exhibit G. CONTRACTOR is  
13 required to submit a set of fingerprints for any person with a five (5) percent or greater direct or indirect  
14 ownership interest in CONTRACTOR. COUNTY may terminate this Agreement where any person with a  
15 five (5) percent or greater direct or indirect ownership interest in the CONTRACTOR did not submit timely  
16 and accurate information and cooperate with any screening method required in CFR, Title 42, Section  
17 455.416. Submissions shall be scanned portable document format (pdf) copies and are to be sent via  
18 email to [DBHAdministration@fresnocountyca.gov](mailto:DBHAdministration@fresnocountyca.gov), Attention: Contracts Administration. COUNTY may  
19 deny enrollment or terminate this Agreement where any person with a five (5) percent or greater direct or  
20 indirect ownership interest in CONTRACTOR has been convicted of a criminal offense related to that  
21 person's involvement with the Medicare, Medicaid, or Title XXI program in the last ten (10) years.

22 **25. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

23 CONTRACTOR is required to disclose if any of the following conditions apply to them, their  
24 owners, officers, corporate managers and partners (hereinafter collectively referred to as  
25 "CONTRACTOR"):

26 A. Within the three (3) year period preceding the Agreement award, they have been  
27 convicted of, or had a civil judgment rendered against them for:

- 28 1) Fraud or a criminal offense in connection with obtaining, attempting to

1 obtain, or performing a public (federal, state, or local) transaction or  
2 contract under a public transaction;

- 3 2) Violation of a federal or state antitrust statute;
- 4 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
- 5 or
- 6 4) False statements or receipt of stolen property.

7 B. Within a three (3) year period preceding their Agreement award, they have had a  
8 public transaction (federal, state, or local) terminated for cause or default.

9 Disclosure of the above information will not automatically eliminate CONTRACTOR from  
10 further business consideration. The information will be considered as part of the determination of whether  
11 to continue and/or renew the Agreement and any additional information or explanation that a  
12 CONTRACTOR elects to submit with the disclosed information will be considered. If it is later determined  
13 that the CONTRACTOR failed to disclose required information, any contract awarded to such  
14 CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms  
15 and conditions of the award.

16 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other  
17 Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit H, attached hereto  
18 and by this reference incorporated herein and made part of this Agreement. Additionally, CONTRACTOR  
19 must immediately advise the COUNTY in writing if, during the term of this Agreement: (1)  
20 CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation in federal or state  
21 funded programs or from receiving Federal funds as listed in the excluded parties' list system  
22 (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to CONTRACTOR.  
23 CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any loss or damage  
24 resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed  
25 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

26 **26. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

1 status to operate as a corporation.

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

10 **27. SUBCONTRACTS**

11 CONTRACTOR shall obtain written approval from COUNTY's DBH Director, or designee,  
12 before subcontracting any of the services delivered under this Agreement, unless previously budgeted at  
13 time of award. COUNTY's DBH Director, or designee, retains the right to approve or reject any request for  
14 subcontracting services. Any transferee, assignee, or subcontractor will be subject to all applicable  
15 provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be  
16 held primarily responsible by COUNTY for the performance of any transferee, assignee, or subcontractor  
17 unless otherwise expressly agreed to in writing by COUNTY's DBH Director, or designee. The use of  
18 subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation that is  
19 provided for under this Agreement.

20 **28. AUDITS AND INSPECTIONS**

21 CONTRACTOR shall at any time during business hours, and as often as COUNTY may  
22 deem necessary, make available to COUNTY for examination all of its records and data with respect to  
23 the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit  
24 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's  
25 compliance with the terms of this Agreement.

26 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
27 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General  
28 for a period of three (3) years after final payment under contract (California Government Code section

1 8546.7).

2 **29. NOTICES**

3 The persons having authority to give and receive notices under this Agreement and their  
4 addresses include the following:

5 COUNTY

6 Director, County of Fresno  
7 Department of Behavioral Health  
8 1925 E. Dakota Ave  
9 Fresno, CA 93726

CONTRACTOR

Director, Sponsored Research Contracting and  
Compliance  
Cc to: Director, Social Policy Institute  
San Diego State University Research Foundation  
5250 Campanile Dr  
San Diego, CA 92182

10 All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement  
11 must be in writing and delivered either by personal service, by first-class United States mail, by an  
12 overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
13 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
14 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage  
15 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is  
16 effective one (1) COUNTY business day after deposit with the overnight commercial courier service,  
17 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A  
18 notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if  
19 such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed  
20 to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a  
21 machine record of the completed transmission. For all claims arising out of or related to this Agreement,  
22 nothing in this Section establishes, waives, or modifies any claims presentation requirements or  
23 procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1  
24 of the Government Code, beginning with Section 810).

25 **30. SEVERABILITY**

26 If any non-material term, provision, covenant, or condition of this Agreement is held by a  
27 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall  
28 remain in full force and effect, and shall in no way be affected, impaired or invalidated.

1           **31.    GOVERNING LAW**

2                    Venue for any action arising out of or related to the Agreement shall only be in Fresno  
3 County, California.

4                    The rights and obligations of the parties and all interpretation and performance of this  
5 Agreement shall be governed in all respects by the laws of the State of California.

6           **32.    ENTIRE AGREEMENT**

7                    This Agreement, including all Exhibits, constitutes the entire agreement between  
8 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
9 agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
10 understandings of any nature whatsoever unless expressly included in this Agreement.

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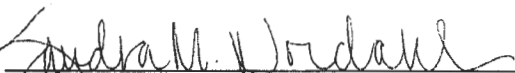
28    ///

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

3  
4 **CONTRACTOR:**

**COUNTY OF FRESNO**

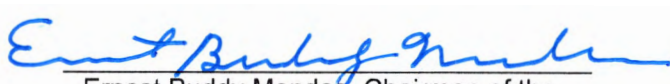
5 San Diego State University  
6 Research Foundation

7   
8 (Authorized Signature)

9 Sandra M. Nordahl, CRA  
Director, Sponsored Research Contracting and Compliance


10 Print Name & Title  
11 San Diego State University Foundation  
dba San Diego State University Research Foundation

12 5250 Campanile Drive, San Diego, CA 92182  
13 Mailing Address



Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of  
Fresno

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

17 By:   
18 Deputy

21 FOR ACCOUNTING USE ONLY:

22 ORG No.: 56304792  
23 Account No.: 7295/0  
24 Fund/Subclass: 0001/10000

25  
26  
27  
28



## **SUMMARY OF SERVICES**

ORGANIZATION: San Diego State University Research Foundation

PROGRAM NAME: Transition Aged Youth (TAY) Human Centered Design Thinking

SERVICE: Community Planning Process Around Transition Aged Youth

OFFICE ADDRESS: 5250 Campanile Dr, San Diego, CA 92182

OFFICE TELEPHONE: (619) 594-2458

CONTACT: Steve Hornberger, Director – Social Policy Institute

CONTRACT PERIOD: Effective Upon Execution – June 30, 2020

AMOUNT: \$92,001

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### **A. SUMMARY OF SERVICES**

Human-centered design, also referenced as design thinking, is the application of a design process that includes the participation of the end user. Steps in human-centered design are sometimes labelled Empathy, Define, Ideate, Prototype, and Test (EDIPT). The process has been developed in business and technology and is being adapted for social services in several academic and technological institutions.

Using strategy elements of human-centered design, the Contractor shall guide a community engagement process to develop project proposals for the Innovation component of the Mental Health Services Act (MHSA) program in Fresno County. The process will create meaningful engagement with stakeholders and yield an outline for at least one viable Innovation proposal (possibly more) developed by youth for youth, which will be subject to local and state approval prior to implementation. Proposal outlines will conform with County of Fresno Department of Behavioral Health (DBH) guidelines and MHSA regulations for Innovation programs. The process shall include in-person gatherings of DBH stakeholders and ongoing communication among stakeholders throughout the process.

### **B. TARGET POPULATION**

The Contractor shall promote and advertise the INN Meetings to encourage attendance of Transition Age Youth (TAY) ages 16 to 25 years of age. This project is limited to TAY residing in Fresno County. Contractor shall promote, organize, and facilitate at least three in person meetings, geographically balanced among two groups. Meetings shall include a mix of both day and evening access. Additional

focus groups or digital meetings shall be held, as needed, to support a successful human-centered design.

### **C. LOCATION AND HOURS OF OPERATION**

Contractor shall work with Fresno County DBH to determine the location and times at which the focus groups will be held. Meetings should be located to allow unobstructed public access. Smaller meetings may be held via teleconference or other digital means.

### **D. CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall provide Human-Centered Design model implementation described herein to accomplish the following:

1. In consultation with DBH and its stakeholders, design, implement, facilitate, and evaluate a human-centered design process with the goal of providing innovative ideas that are desirable, feasible and viable.
2. Assure that the process is in alignment with elements of human-centered design thinking.
3. In consultation with DBH, secure necessary sites and venues for INN community engagement meetings in Fresno County.
  - a. The Contractor shall obtain facility agreements and any other necessary paperwork to reserve site locations. The INN meeting sites shall:
    - i. Accommodate sufficient numbers of stakeholders to achieve the design goals in a comfortable and appropriate venue.
    - ii. Be free in cost to participants.
    - iii. Have American Disability Act (ADA) accessibility.
    - iv. Have accessibility to public transportation (e.g., bus stops and trolley lines).
    - v. Have adequate, free parking capacity with good lighting.
    - vi. Have adequate bathroom facilities that are handicap accessible.
  - b. Smaller focus groups venues shall be appropriate and have sufficient size and access for the particular population group targeted.
  - c. For meetings held via digital means, the Contractor shall secure and be responsible for providing a stable, accessible platform.
4. The human-centered design process will take place at community engagement meetings and may include communication among participants between meetings. Subsequent references to the process herein will identify community engagement meetings as "INN meetings."
5. Develop promotional materials and promote the meetings among DBH stakeholders. Promotional materials should be made available for individuals who have visual impairments. The promotional materials/ activities shall include, but not limited to:
  - a. Creating flyers, purchasing media buys (e.g. social media ads, radio, and any other appropriate media sources) and signage.

- b. Distributing flyers countywide and specifically promoting activities in communities of the target populations.
- c. Flyers and other promotional materials should be translated into the threshold languages of English, Hmong and Spanish, if needed.
- d. Use of the BeHealth.Today website.
6. Secure and coordinate catering services for the INN meetings.
7. Secure and coordinate language translation services and equipment if needed.
8. Develop and/or identify the mechanism by which the data shall be collected and entered in to a database.
9. Design Satisfaction Surveys that will be administered to participants at the conclusion of each INN meeting.
10. Provide a report summarizing the analysis and outcomes of the INN meetings and human-centered design process, including an outline for each Innovation project developed. The outline shall include a draft summary of the proposed project, including purpose, objectives, measurements of success, innovative elements, and implementation steps.
11. Include in the summary report a tool-kit for replication of the Human-Centered Design method used during the process.
12. Contractor shall implement the Human-Centered Design model and process with two (2) community groups.
13. The Contractor shall provide four (4) group sessions to engage the two (2) target community groups in the Human-Centered Design model. Two sessions will be provided for each group.

## **E. REPORTS**

1. Contractor will work with DBH to develop a report outline.
2. Final reports should capture INN/PEI required demographics per regulations.

## **F. OUTCOMES/DATA TRACKING**

The Contractor shall establish a registration website to track the number of participants attending each site location. The registration site shall support individuals who have visual impairments. The registration site shall include, but not limited to the following questions:

1. Name
2. Current Identified Gender
3. Gender Assigned at Birth
4. Age
5. Do you need translation services, what language?
6. Do you need American Sign Language interpreting services?
7. Job Title
8. Company/Organization/School
9. Email Address
10. Group you represent

**G. COUNTY's RESPONSIBILITIES**

1. DBH staff will participate in meetings with CONTRACTOR to discuss program and/or contractual issues. DBH will be responsible for coordination of these meetings.
2. DBH shall assist with the recruitment of TAY to register for the HCDDT process.
3. DBH will coordinate with Contractor on potential dates, times and any other factors in selecting meeting venues.

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

### **DBH GOALS:**

Quadruple Aim

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

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

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

#### 1. Principle One - Timely Access & Integrated Services

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

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 2. Principle Two - Strengths-based

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

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

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

### 4. Principle Four - Inclusive of Natural Supports

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

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

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and client values and preferences
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

### 7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

### 8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

### 9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the client's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### 10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

### 11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members



**Budget Summary**  
**Community Planning Process Around Transition Aged Youth**  
**San Diego State University Research Foundation - Social Policy Institute**  
**FY 2019-2020 (Effective Upon Execution - June 30, 2020)**

Budget Categories - Line Item Description (Must be itemized)	FTE %	Total Proposed Budget		
		Admin.	Direct	Total
<b>PERSONNEL SALARIES:</b>				
0001 Director	0.14		\$7,850	\$7,850
0002 Chief Program Officer	0.24		\$15,443	\$15,443
0003 Evaluation Coordinator	0.18		\$4,221	\$4,221
<b>SALARY TOTAL</b>	<b>0.56</b>	<b>\$0</b>	<b>\$27,514</b>	<b>\$27,514</b>
<b>PAYROLL TAXES AND EMPLOYEE BENEFITS</b>				
0030 OASDI, FICA/MEDICARE, SUI, Retirement, Workers Compensation, and Health Insurance				\$6,101
<b>PAYROLL TAXES AND EMPLOYEE BENEFITS TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$6,101</b>
<b>SALARY &amp; BENEFITS GRAND TOTAL</b>				<b>\$33,615</b>

<b>FACILITIES/EQUIPMENT EXPENSES:</b>				
1010 Rent/Lease Building				\$506
<b>FACILITY/EQUIPMENT TOTAL</b>				<b>\$506</b>
<b>OPERATING EXPENSES:</b>				
1060 Telephone				\$250
1063 Printing/Reproduction				\$250
1073 Staff Travel (Out of County)				\$3,500
<b>OPERATING EXPENSES TOTAL</b>				<b>\$4,000</b>

<b>FINANCIAL SERVICES EXPENSES:</b>				
1083 Administrative Overhead				\$18,880
<b>FINANCIAL SERVICES TOTAL</b>				<b>\$18,880</b>

<b>SPECIAL EXPENSES (Consultant/Etc.):</b>				
1090 Subcontractor (Kevin Popovic - Human Center Design Thinking)				\$20,000
1091 Subcontractor (Community Health Improvement Partners)				\$15,000
<b>SPECIAL EXPENSES TOTAL</b>				<b>\$35,000</b>
<b>TOTAL PROGRAM EXPENSES</b>				<b>\$92,001</b>

**Budget Summary**  
**Community Planning Process Around Transition Aged Youth**  
**San Diego State University Research Foundation - Social Policy Institute**  
**FY 2019-2020 (Effective Upon Execution - June 30, 2020)**  
**BUDGET NARRATIVE - EXPENSES**

**PROGRAM EXPENSES**

**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

0001 One (1) Social Policy Institute Director

Project Lead on the project, responsible for completion of all tasks, liaison to the San Diego State University Research Foundation, Fresno County Department of Behavioral Health and the program team, as well as one of the coaches for the testing phase.

$(\$8,722) \times (.18 \text{ FTE}) \times (5 \text{ months}) = \$7,850$

0002 One (1) Social Policy Institute Chief Program Officer

Lead for developing Fresno specific materials, co-facilitator for the two Fresno TAY groups and one of the coaches for the testing phase and the lead on the final report.

$(\$12,870) \times (.24 \text{ FTE}) \times (5 \text{ months}) = \$15,443$

0003 One (1) Social Policy Institute Evaluation Coordinator

Evaluator for the project, collecting and analyzing the data and preparing the final report.

$(\$4,691) \times (.18) \times (5 \text{ months}) = \$4,221$

0030 Payroll Taxes and Employee Benefits

OASDI, FICA/MEDICARE, SUI, Retirement, Workers Compensation, and Health Insurance will be paid in a like manner as other employees of San Diego State University.

$(\$6,101)$

**Facilities/Equipment Expenses – Line Items 1010-1014**

1010 Rent expense is all inclusive and includes space, utilities and housekeeping.

Total Estimate for the contract Period: \$506

**Operating Expenses - Line Items 1060-1077**

1060 Telephone/Cell Phone

Covers all telephone/cell phone costs for duties performed under this contract.

Total Estimate for the contract Period: \$250

1063 Printing/Reproduction

Printing to cover the costs of printing materials for the HCDDT workshop, presentations and final report(s).

Total Estimate for the contract Period: \$250

1073 Staff Travel (Out of County)

At least two staff will make an estimated three trips to Fresno to conduct the HCDDT design workshop and follow up presentations. Cost will cover airfare, hotel and per diem expenses.

Total Estimate for the contract Period: \$3500

**Financial Services Expenses – Line Items 1080-1085**

1083 Administrative Overhead

Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of San Diego State University (e.g., accounting, budgeting, payroll preparation, personnel management, purchasing, and centralized data processing).

Total Estimate for the contract Period: \$18,880

**Special Expenses – Line Items 1090-1092**

1090 Subcontractor (Kevin Popovic - Human Center Design Thinking)

Kevin is co-developer of the SPI HCDDT approach and will be the lead facilitator of the Fresno TAY programs and one of the coaches for the implementation testing phase. Kevin will also update the BeHealth.Today website with the Fresno information and projects.

Total Estimate for the contract Period: \$20,000

1091 Subcontractor (Community Health Improvement Partners)

CHIP will be used to engage hard to reach populations, such as behavioral health service consumers, family members, unserved, and underserved populations by disseminating session and workshop invitations and follow up to key community organizations, stakeholders, individuals and community members in an accessible, culturally proficient manner. The budget includes staff time as well as all materials and refreshments for the programs.

Total Estimate for the contract Period: \$15,000

**TOTAL PROGRAM EXPENSE: \$92,001**

## STATE MENTAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

### 2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

### 3. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

#### B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

- C. Suspension of Compensation  
If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism  
Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. **PATIENTS' RIGHTS**

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

**STATE CONTRACTOR CERTIFICATION CLAUSES**

- 1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (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 this 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 this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this 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 (2) 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. 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. 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 this Agreement, the awarding agency must be contacted immediately for clarification.

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

a). 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.

b). 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):

a). For the two (2) 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.

b). For the twelve (12) 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 twelve (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.

9. INSPECTION and Audit of Records and access to Facilities.

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of CONTRACTOR or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of CONTRACTOR, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of CONTRACTOR through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the CONTRACTOR and take action consistent with § 438.610(c).

The State must ensure that CONTRACTOR with which the State contracts under this part is not located outside of the United States and that no claims paid by a CONTRACTOR to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

<b>Vendor:</b>	<b>Contract#</b>	<b>Contact Person</b>	<b>Contact#</b>

**Fixed Asset and Sensitive Item Tracking**

Example Example

Item	Make/Brand	Model	Serial #	Fixed Asset	Sensitive Item	Date Requested (If Fixed Asset)	Date Approved (If Fixed Asset)	Purchase Date	Location	Condition	Fresno County Inventory Number	Cost
Copier	Canon	27CRT	9YHJY65R	x		3/27/2008	4/1/2008	4/10/2008	Heritage	New		\$6,500.00
DVD Player	Sony	DV2230	PXC4356A		x	n/a	n/a	4/1/2008	Heritage	New		\$450.00
Date Prepared:												
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24												
25												

Date Received: \_\_\_\_\_

**FIXED ASSET AND SENSITIVE ITEM TRACKING**

Field Number	Field Description	Instruction or Comments	Required or Conditional
Header	Vendor	Indicate the legal name of the agency contracted to provide services.	Required
Header	Program	Indicate the title of the project as described in the contract with the County.	Required
Header	Contract #	Indicate the assigned County contract number. If not known, County staff can provide.	Required
Header	Contact Person	Indicate the first and last name of the primary agency contact for the contract.	Required
Header	Contact #	Indicate the most appropriate telephone number of the primary agency contact for the contract.	Required
Header	Date Prepared	Indicate the most current date that the tracking form was completed by the vendor.	Required
a	Item	Identify the item by providing a commonly recognized description of the item	Required
b	Make/ Brand	Identify the company that manufactured the item	Required
c	Model	Identify the model number for the item, if applicable.	Conditional
d	Serial #	Identify the serial number for the item, if applicable.	Conditional
e	Fixed Asset	Mark the box with an "X" if the cost of the item is \$5,000 or more to indicate that the item is a fixed asset.	Conditional
f	Sensitive Item	Mark the box with an "X" if the item meets the criteria of a sensitive item as defined by the County.	Conditional
g	Date Requested	Indicate the date that the agency submitted a request to the County to purchase the item	Required
h	Date Approved	Indicate the date that the County approved the request to purchase the item	Required
i	Purchase Date	Indicate the date the agency purchased the item	Required
j	Location	Indicate the physical location of the item	Required
k	Condition	Indicate the general condition of the item (New, Good, Worn, Bad).	Required
l	Fresno County Inventory Number	Indicate the FR # provided by the County for the item	Conditional
m	Cost	Indicate the total purchase price of the item including sales tax and other costs, such as shipping.	Required

**NOTICE OF CHILD ABUSE REPORTING LAW**

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and CONTRACTOR related to the provision of Community Planning Process Around Transition Aged Youth, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (PC) section (§) 11165.9.

For purposes of the undersigned’s child abuse reporting requirements, “child abuse or neglect” includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in PC §11165.1, neglect as defined in PC §11165.2, willful cruelty or unjustifiable punishment as defined in PC §11165.3, and unlawful corporal punishment or injury as defined in PC §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (PC §11166.) The child abuse report shall be made to any police department or sheriff’s department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services’ 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a “reasonable suspicion” means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (PC §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

Name of entity	D/B/A		
Address (number, street)	City	State	ZIP code
CLIA number	Taxpayer ID number (EIN)	Telephone number (       )	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX? ..... | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only) .....                                   | <input type="checkbox"/> | <input type="checkbox"/> |

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	ADDRESS	EIN

B. Type of entity:     Sole proprietorship                       Partnership                       Corporation  
                               Unincorporated Associations                       Other (specify) \_\_\_\_\_

C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."

D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. ....

NAME	ADDRESS	PROVIDER NUMBER

YES NO

- IV. A. Has there been a change in ownership or control within the last year? .....    
 If yes, give date. \_\_\_\_\_
- B. Do you anticipate any change of ownership or control within the year?.....    
 If yes, when? \_\_\_\_\_
- C. Do you anticipate filing for bankruptcy within the year?.....    
 If yes, when? \_\_\_\_\_
- V. Is the facility operated by a management company or leased in whole or part by another organization?.....    
 If yes, give date of change in operations. \_\_\_\_\_

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?.....

VII. A. Is this facility chain affiliated? .....    
 (If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?  
 (If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

*Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.*

Name of authorized representative (typed)	Title
Signature	Date

Remarks \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)



## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "COUNTY"), members of a CONTRACTOR(S)' board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the COUNTY. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the COUNTY. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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