

AGREEMENT

This Agreement is made and entered into this 9th day of March 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and California State University, Fresno Foundation, a California non-profit corporation, whose address is 4910 N. Chestnut Ave., Fresno, CA 93726, hereinafter referred to as "CONTRACTOR," (collectively the "parties").

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), recognizes the need for a qualified agency to provide evaluation on short-term lodging driven by peer support services to individuals who have a severe mental illness (SMI), are currently homeless, or at-risk of homelessness, are eligible for DBH Services, and have not previously engaged in ongoing outpatient behavioral health services; and

WHEREAS, COUNTY, through its DBH, Mental Health Services Act (MHSA) Innovation (INN) component, has a need for evaluation services for any Innovation Plan; 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 evaluations, 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 evaluation requirements, data reporting, outcomes measurement, training, policies and

1 procedures, overall program operations, and any problems or foreseeable problems that may arise.

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

4 **2. TERM**

5 The Agreement shall become effective upon execution and shall terminate on the 30th of
6 June, 2023. This Agreement may be extended for one (1) additional consecutive six (6) month period
7 upon written approval of both parties no later than thirty (30) days prior to the first day of the next
8 extension period. The DBH Director, or designee, is authorized to execute such written approval on
9 behalf of COUNTY based on CONTRACTOR's satisfactory performance.

10 **3. TERMINATION**

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

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

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

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

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

5 **4. COMPENSATION**

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

13 The maximum amount payable to CONTRACTOR for the period effective upon execution
14 through June 30, 2021 shall not exceed Twenty-One Thousand, Four Hundred Forty-Seven and No/100
15 Dollars (\$21,447.00).

16 For the period July 1, 2021 through June 30, 2022, in no event shall actual services
17 performed be in excess of Fifty Thousand, Five Hundred Fifty-Seven and No/100 Dollars (\$50,557.00).

18 For the period July 1, 2022 through June 30, 2023, in no event shall actual services
19 performed be in excess of Forty-Six Thousand, Five Hundred Sixteen and No/100 Dollars (\$46,516.00).

20 For the period July 1, 2023 through December 31, 2023, in no event shall actual services
21 performed be in excess of Thirty-One Thousand, Four Hundred Eighty and No/100 Dollars (\$31,480.00).

22 In no event shall services performed under this Agreement be in excess of One Hundred
23 Fifty Thousand, and No/100 Dollars (\$150,000.00). It is understood that all expenses incidental to
24 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

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

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

7 The services provided by CONTRACTOR under this Agreement are funded in whole or in
8 part by the State of California. In the event that funding for these services is delayed by the State
9 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall
10 not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the
11 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to
12 COUNTY plus forty-five (45) days.

13 **5. INVOICING**

14 CONTRACTOR shall invoice COUNTY in arrears by the twentieth (20th) day of each month
15 for actual expenses incurred and services rendered in the previous month electronically to
16 dbh-invoices@fresnocountyca.gov, with a carbon copy email to the assigned COUNTY's DBH Staff
17 Analyst.

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

25 At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is
26 otherwise not in proper form or substance, COUNTY's DBH Director or designee shall have the right to
27 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior
28 notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety

1 (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the
2 invoice(s) is still not corrected to COUNTY's DBH satisfaction, COUNTY's DBH Director or designee may
3 elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of
4 this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this
5 Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director or designee,
6 COUNTY's DBH shall have the right to deny payment of any additional invoices received.

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

10 **6. INDEPENDENT CONTRACTOR**

11 In performance of the work, duties, and obligations assumed by CONTRACTOR under this
12 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
13 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
14 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
15 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to
16 control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
17 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
18 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
19 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
20 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or
21 indirectly the subject of this Agreement.

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

1 Agreement.

2 **7. MODIFICATION**

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

5 Changes to expense category (i.e., Salary & Benefits, Client Support, Facilities/Equipment,
6 Operating Expenses, Administrative Expenses, Special Expenses, Fixed Assets, etc.) subtotals in the
7 budgets, and changes to the volume of units of services/types of service units to be provided as set forth
8 in Exhibit C, that do not exceed 10% of the maximum compensation payable to the CONTRACTOR may
9 be made with the written approval of COUNTY's DBH Director, or designee. Said modifications shall not
10 result in any change to the annual maximum compensation amount payable to CONTRACTOR, as stated
11 in this Agreement.

12 **8. NON-ASSIGNMENT**

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

15 **9. HOLD HARMLESS**

16 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
17 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
18 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in
19 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or
20 employees of covenants and duties under this Agreement, and from any and all costs and expenses,
21 including attorney fees and court costs damages, liabilities, claims and losses occurring or resulting to
22 any person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
23 of CONTRACTOR, their officers, agents or employees of covenants and duties under this Agreement.

24 CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit
25 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

26 **10. INSURANCE**

27 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third
28 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance

1 policies throughout the term of this Agreement:

2
3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than Two Million
5 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
6 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.
7 COUNTY may require specific coverages including completed operations, product
8 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
9 any other liability insurance deemed necessary because of the nature of this
10 contract.

11 B. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits no less than One Million
13 Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage
14 should include any automobile used in connection with this Agreement.

15 C. Professional Liability

16 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W.,
17 L.M.F.T., etc.) in providing services, Professional Liability Insurance with limits of
18 not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars
19 (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its
20 sole expense, in full force and effect for a period of three (3) years following the
21 termination of this Agreement, one or more policies of professional liability
22 insurance with limits of coverage as specified herein.

23 D. Worker's Compensation

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

26 E. Molestation

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

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
additional insured, but only insofar as the operations under this Agreement are concerned. Such
coverage for additional insured shall apply as primary insurance and any other insurance, or self-

1 insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not
2 contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be
3 cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

9 Within thirty (30) days from the date each CONTRACTOR signs this Agreement, said
10 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
11 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 1925 E.
12 Dakota Ave, Fresno, California, 93726, Attention: Public Behavioral Health Division, stating that such
13 insurance coverages have been obtained and are in full force; that the County of Fresno, its officers,
14 agents and employees will not be responsible for any premiums on the policies; that for such worker's
15 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its
16 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not
17 invalidate the insurance policy; that such Commercial General Liability insurance names the County of
18 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
19 insofar as the operations under this Agreement are concerned; that such coverage for additional insured
20 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
21 officers, agents and employees, shall be excess only and not contributing with insurance provided under
22 CONTRACTOR policies herein; and that this insurance shall not be cancelled or changed without a
23 minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

1 better.

2 **11. RECORDS**

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

10 **12. REPORTS**

11 CONTRACTOR shall submit to COUNTY's DBH by the twentieth (20th) of each
12 month all program and budget reports for the preceding month. CONTRACTOR shall also furnish
13 to COUNTY such statements, records, reports, data, and other information as COUNTY's DBH may
14 reasonably request pertaining to matters covered by this Agreement. In the event that CONTRACTOR
15 fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause
16 for COUNTY to withhold monthly payments until there is compliance. In addition, CONTRACTOR shall
17 provide written notification and explanation to COUNTY within five (5) days of any funds received from
18 another source to conduct the same services covered by this Agreement.

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

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

23 **14. COMPLIANCE WITH STATE REQUIREMENTS**

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

1 **15. CONFIDENTIALITY**

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

5 **16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

6 A. The parties to this Agreement shall be in strict conformance with all applicable
7 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,
8 and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and 431.300 et seq. of Title 42,
9 Code of Federal Regulations (CFR), Section 56 et seq. of the California Civil Code and the Health
10 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D et seq. of
11 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45,
12 CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical
13 Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic
14 Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

15 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
16 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
17 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use
18 or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d
19 et seq. The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY,
20 as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 et seq.), except as authorized for
21 management, administrative or legal responsibilities of the Business Associate.

22 B. CONTRACTOR, including its subcontractors and employees, shall protect, from
23 unauthorized access, use, or disclosure of names and other identifying information, including genetic
24 information, concerning persons receiving services pursuant to this Agreement, except where permitted in
25 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504
26 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving
27 services pursuant to a COUNTY funded program. This requirement applies to electronic PHI.

28 CONTRACTOR shall not use such identifying information or genetic information for any purpose other

1 than carrying out CONTRACTOR's obligations under this Agreement.

2 C. CONTRACTOR, including its subcontractors and employees, shall not disclose any
3 such identifying information or genetic information to any person or entity, except as otherwise specifically
4 permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the
5 Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this
6 Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to limit PHI to the
7 minimum necessary to accomplish intended purpose of use, disclosure or request.

8 D. For purposes of the above Sections, identifying information shall include, but not be
9 limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such
10 as finger or voice print, or photograph.

11 E. For purposes of the above Sections, genetic information shall include genetic tests
12 of family members of an individual or individual, manifestation of disease or disorder of family members of
13 an individual, or any request for or receipt of, genetic services by individual or family members. Family
14 member means a dependent or any person who is first, second, third, or fourth degree relative.

15 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time
16 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
17 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
18 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided
19 within thirty (30) days from request. Access may be extended if CONTRACTOR cannot provide access
20 and provides individual with the reasons for the delay and the date when access may be granted. PHI
21 shall be provided in the form and format requested by the individual or COUNTY.

22 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at
23 the request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance
24 with 45 CFR Section 164.526.

25 CONTRACTOR shall provide to COUNTY or to an individual, in a time and manner
26 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit
27 COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in accordance
28 with 45 CFR Section 164.528.

1 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable
 2 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of
 3 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without
 4 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification
 5 shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA
 6 Representative, within two (2) business days of discovery. The notification shall include, to the extent
 7 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to
 8 have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR shall take prompt
 9 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure
 10 required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such
 11 breach and is responsible for all notifications required by law and regulation or deemed necessary by
 12 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's
 13 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written
 14 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
 15 days of the discovery of the breach to the addresses below:

16	County of Fresno	County of Fresno	County of Fresno
17	Dept. of Behavioral Health	Dept. of Public Health	Information Technology Services
18	HIPAA Representative	Privacy Officer	Information Security Officer
19	(559) 600-4645	(559) 600-6439	(559) 600-5800
	1925 E. Dakota Ave.	P.O. Box 11867	2048 N. Fine Street
	Fresno, CA 93726	Fresno, CA 93775	Fresno, CA 93727

20 H. CONTRACTOR shall make its internal practices, books, and records relating to the
 21 use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on
 22 behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements
 23 set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books,
 24 and records relating to the use and disclosure of PHI received from COUNTY, or created or received by
 25 the CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and
 26 Human Services (Secretary) upon demand.

27 CONTRACTOR shall cooperate with the compliance and investigation reviews
 28 conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR's

1 normal business hours, however, upon exigent circumstances access at any time must be granted. Upon
2 the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in
3 possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

4 I. Safeguards

5 CONTRACTOR shall implement administrative, physical, and technical safeguards
6 as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately
7 protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates,
8 receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use,
9 disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct
10 an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity
11 and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information
12 privacy and security program that includes administrative, technical and physical safeguards appropriate
13 to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.
14 Upon COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such
15 safeguards.

16 CONTRACTOR shall implement strong access controls and other security
17 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,
18 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the
19 following administrative and technical password controls for all systems used to process or store
20 confidential, personal, or sensitive data:

21 1. Passwords must not be:

- 22 a. Shared or written down where they are accessible or recognizable
23 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
24 b. A dictionary word; or
25 c. Stored in clear text

26 2. Passwords must be:

- 27 a. Eight (8) characters or more in length;
28 b. Changed every ninety (90) days;

- c. Changed immediately if revealed or compromised; and
- d. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - 1) Upper case letters (A-Z);
 - 2) Lowercase letters (a-z);
 - 3) Arabic numerals (0 through 9); and
 - 4) Non-alphanumeric characters (punctuation symbols).

CONTRACTOR shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

- 1. Network-based firewall and/or personal firewall;
- 2. Continuously updated anti-virus software; and
- 3. Patch management process including installation of all operating

system/software vendor security patches.

CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures for terminating access to PHI when employment of employee ends.

J. Mitigation of Harmful Effects

CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions.

CONTRACTOR must document suspected or known harmful effects and the outcome.

1 K. CONTRACTOR's Subcontractors

2 CONTRACTOR shall ensure that any of its contractors, including subcontractors, if
3 applicable, to whom CONTRACTOR provides PHI received from or created or received by
4 CONTRACTOR on behalf of COUNTY, agree to the same restrictions, safeguards, and conditions that
5 apply to CONTRACTOR with respect to such PHI and to incorporate, when applicable, the relevant
6 provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

7 L. Employee Training and Discipline

8 CONTRACTOR shall train and use reasonable measures to ensure compliance
9 with the requirements of these provisions by employees who assist in the performance of functions or
10 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
11 employees who intentionally violate any provisions of these provisions, including termination of
12 employment.

13 M. Termination for Cause

14 Upon COUNTY's knowledge of a material breach of these provisions by
15 CONTRACTOR, COUNTY shall either:

- 16 1. Provide an opportunity for CONTRACTOR to cure the breach or end the
17 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation
18 within the time specified by COUNTY; or
- 19 2. Immediately terminate this Agreement if CONTRACTOR has breached a
20 material term of these provisions and cure is not possible.
- 21 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer
22 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

23 N. Judicial or Administrative Proceedings

24 COUNTY may terminate this Agreement in accordance with the terms and
25 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal
26 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or
27 stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of the
28 HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which the

1 CONTRACTOR is a party.

2 O. Effect of Termination

3 Upon termination or expiration of this Agreement for any reason, CONTRACTOR
4 shall return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR on
5 behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies of such
6 PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these
7 provisions to such information, and limit further use of such PHI to those purposes that make the return or
8 destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of
9 subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroys the PHI data, a
10 certification of date and time of destruction shall be provided to the COUNTY by CONTRACTOR.

11 P. Disclaimer

12 COUNTY makes no warranty or representation that compliance by CONTRACTOR
13 with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be adequate or satisfactory
14 for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or
15 transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use,
16 disclosure, or breach. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR
17 regarding the safeguarding of PHI.

18 Q. Amendment

19 The parties acknowledge that Federal and State laws relating to electronic data
20 security and privacy are rapidly evolving and that amendment of these provisions may be required to
21 provide for procedures to ensure compliance with such developments. The parties specifically agree to
22 take such action as is necessary to amend this agreement in order to implement the standards and
23 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to the
24 security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written notice in
25 the event that CONTRACTOR does not enter into an amendment providing assurances regarding the
26 safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and
27 requirements of HIPAA, the HIPAA regulations and the HITECH Act.

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1 R. No Third-Party Beneficiaries

2 Nothing express or implied in the terms and conditions of these provisions is
3 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
4 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
5 liabilities whatsoever.

6 S. Interpretation

7 The terms and conditions in these provisions shall be interpreted as broadly as
8 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The
9 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor
10 of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

11 T. Regulatory References

12 A reference in the terms and conditions of these provisions to a section in the
13 HIPAA regulations means the section as in effect or as amended.

14 U. Survival

15 The respective rights and obligations of CONTRACTOR as stated in this Section
16 shall survive the termination or expiration of this Agreement.

17 V. No Waiver of Obligations

18 No change, waiver or discharge of any liability or obligation hereunder on any one
19 or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall
20 prohibit enforcement of any obligation on any other occasion.

21 **17. DATA SECURITY**

22 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
23 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of
24 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into
25 a contractual relationship with the COUNTY for the purpose of providing services under this Agreement
26 must employ adequate data security measures to protect the confidential information provided to
27 CONTRACTOR by the COUNTY, including but not limited to the following:

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

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

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

8 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

15 C. COUNTY-Owned Computer Equipment

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

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

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

25 F. Confidential client information transmitted to one party by the other by means of
26 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128
27 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

10 **18. NON-DISCRIMINATION**

11 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not
12 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin,
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
14 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor
15 shall they discriminate unlawfully against any employee or applicant for employment because of race,
16 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
17 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
18 orientation, or military or veteran status. CONTRACTOR shall insure that the evaluation and treatment of
19 employees and applicants for employment are free of such discrimination.

20 CONTRACTOR and subcontractors shall comply with the provisions of the Fair
21 Employment and Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder (Cal.
22 Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of
23 the Government Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by the
24 awarding state agency to implement such article. CONTRACTOR shall permit access by representatives
25 of the Department of Fair Employment and Housing and the awarding state agency upon reasonable
26 notice at any time during the normal business hours, but in no case less than twenty-four (24) hours
27 notice, to such of its books, records, accounts, and all other sources of information and its facilities as
28 said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and

1 its subcontractors shall give written notice of their obligations under this clause to labor organizations with
2 which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105)
3 CONTRACTOR shall include the Non-Discrimination and compliance provisions of this clause in all
4 subcontracts to perform work under this Agreement.

5 **19. CONFLICT OF INTEREST**

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

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

13 **20. SINGLE AUDIT CLAUSE**

14 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars and No/100
15 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to
16 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in
17 Office of Management and Budget (OMB) 2 CFR 200. CONTRACTOR shall submit said audit and
18 management letter to COUNTY. The audit must include a statement of findings or a statement that there
19 were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan
20 signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-
21 compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's
22 DBH Business Office for review within nine (9) months of the end of any fiscal year in which funds were
23 expended and/or received for the program. Failure to perform the requisite audit functions as required by
24 this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option,
25 contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to
26 enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole
27 responsibility of CONTRACTOR.

28 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not

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

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

18 **21. ASSURANCES**

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

1 time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

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

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

15 1) In the event the potential employee or subcontractor informs
16 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible, or has been
17 convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR hires
18 or engages such potential employee or subcontractor, CONTRACTOR will ensure that said employee or
19 subcontractor does no work, either directly or indirectly relating to services provided to COUNTY.

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

26 C. CONTRACTOR shall verify (by asking the applicable employees and
27 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
28 to perform professional services under this Agreement (1) are not currently excluded, suspended,

1 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been
2 convicted of a criminal offense related to the provision of health care items or services; and (3) have not
3 been reinstated to participation in the Federal Health Care Program after a period of exclusion,
4 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
5 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in
6 the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of
7 health care services, CONTRACTOR will ensure that said employee or subcontractor does no work,
8 either direct or indirect, relating to services provided to COUNTY.

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

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

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

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

26 **22. PUBLIC PROHIBITION**

27 None of the funds, materials, property or services provided directly or indirectly under this
28 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of

1 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
2 above, publicity of the services described in Section One (1) of this Agreement shall be allowed as
3 necessary to raise public awareness about the availability of such specific services when approved in
4 advance by COUNTY's DBH Director, or his or her designee, and at a cost to be provided in Exhibit C for
5 such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any
6 other related expense(s).

7 **23. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

8 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
9 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104, and
10 455.106(a)(1),(2).

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

26 **24. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

27 CONTRACTOR is required to disclose if any of the following conditions apply to them, their
28 owners, officers, corporate managers and partners (hereinafter collectively referred to as

1 “CONTRACTOR”):

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

- 4 1) Fraud or a criminal offense in connection with obtaining, attempting to
5 obtain, or performing a public (federal, state, or local) transaction or
6 contract under a public transaction;
- 7 2) Violation of a federal or state antitrust statute;
- 8 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records;
9 or
- 10 4) False statements or receipt of stolen property.

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

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

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

1 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

2 **25. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

3 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-
4 profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR changes its
5 status to operate as a corporation.

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

14 **26. SUBCONTRACTS**

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

24 **27. AUDITS AND INSPECTIONS**

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

1 compliance with the terms of this Agreement.

2 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
3 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General
4 for a period of three (3) years after final payment under contract (California Government Code section
5 8546.7).

6 **28. NOTICES**

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

9 COUNTY

10 Director, County of Fresno
11 Department of Behavioral Health
12 1925 E. Dakota Ave
13 Fresno, CA 93726

CONTRACTOR

Director, California State University Fresno
Foundation
Cc to: Director, Social Research Institute
California State University, Fresno Foundation
4910 N. Chestnut Ave
Fresno, CA 93726

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

1 **29. SEVERABILITY**

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

5 **30. GOVERNING LAW**

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

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

10 **31. ENTIRE AGREEMENT**

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

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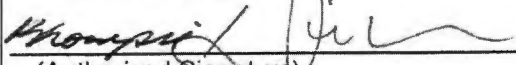
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CALIFORNIA STATE UNIVERSITY,
FRESNO FOUNDATION:**

COUNTY OF FRESNO





(Authorized Signature)
Keith Kompsi, Director Foundations Financial Services
James Marshall, Dean of Research and Graduate Studies

Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

Print Name & Title

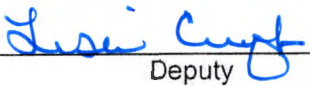
4910 N Chestnut Ave M/S OF123

Fresno, CA 93726

Mailing Address

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

(Authorized Signature)

By: 
Deputy

Print Name

Title: Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

FOR ACCOUNTING USE ONLY:

Fund: 0001
Subclass: 10000
ORG: 56304793
Account: 7295/0

SUMMARY OF SERVICES

ORGANIZATION: California State University, Fresno Foundation
Social Research Institute

SERVICE: Evaluation for The Lodge Innovation Program

OFFICE ADDRESS: 4910 N Chestnut Ave
Fresno, CA 93726

OFFICE TELEPHONE: (559) 278-2234 Sociology Department
(559) 960-0595 Personal Cell

CONTACT(S): Timothy J. Kubal, PhD., Director of Social Research Institute

CONTRACT PERIOD: Effective Upon Execution – June 30, 2023
(One optional 6-month extension through December 31, 2023)

AMOUNT: Effective Upon Execution – June 30, 2021: \$21,447
FY 21-22: \$ 50,557
FY 22-23: \$ 46,516
July 1, 2023 through December 31, 2023: \$ 31,480

Total: \$ 150,000

A. **SUMMARY OF SERVICES**

CONTRACTOR, hereinafter referred to as “Evaluator”, shall provide an evaluation of The Lodge, an innovation program in which daily operations are run by RH Community Builders. The Lodge, a research targeted engagement approach, serves individuals who are homeless or at risk of homelessness and have an early onset of a severe mental illness or a chronic mental illness, who are in a pre-contemplation stage of change, thus not engaged in care. The evaluation will not evaluate all aspects of The Lodge program, but will instead analyze two program outcomes: Did the program increase individuals served engagement in care services? Did the program change attitudes among stakeholders and participants about peer facilitators? The work shall be completed by using the data provided to the evaluator by the Fresno County Department of Behavioral Health (DBH).

B. CONTRACTOR RESPONSIBILITIES

Evaluator shall perform the activities below.

1) Provide advice about data collection

- a. Evaluator shall review and suggest edits for data collection instruments prior to data collection by The Lodge staff (hereafter “provider”) actually begins. This includes both quantitative and qualitative instruments already included in the proposal as well as instruments that may be later used in the project. This may entail advising work by the Evaluator with DBH and the provider to advise them regarding training their own staff for proper data collection. The provider will work with the evaluator and DBH to assess the best method of communicating the data to the evaluator.
- b. Evaluator’s review of the data collection shall occur informally throughout the three-year process, but more formally, during each of the annual reports.

2) Analysis of the Data

- a. Evaluator shall analyze the data provided by DBH and the provider that address the research questions.
- b. The Evaluator shall not collect data or decide on individual program eligibility or have access to names or identifying information of The Lodge participants.
- c. The Evaluator shall not be involved in any way in any sort of decisions about individual referrals or delivery service to any individuals served.
- d. The evaluator’s analysis shall be based on the data provided.
- e. The evaluator shall address the research questions by providing both simple and advanced analysis of data on the individuals admitted to the program (i.e. intake data, personal medical records, the quantitative and qualitative data collected by the provider about each of the individuals served) throughout their stay in the program and exit interviews.
- f. Evaluators shall analyze research questions that seek to explain two things:
 - 1) The willingness of individuals served to access treatment (i.e. “engagement”) and 2) the staff and individuals’ interpretation of peer facilitators.

1. What explains the variation in the individuals served’s willingness to access mental health treatment (i.e. how do we explain their level of engagement)?
 - Does addressing an individuals’ basic needs (as per the Maslow Hierarchy of Needs) through the uses of a low-barrier Lodge setting shape engagement of clients?
 - What role do trained peers applying motivational interviewing in such a setting play in shaping engagement?

- What role do other factors (such as individual histories and demographic factors) have in explaining the variation in engagement?
 - How do individuals served describe and explain their own decisions about levels of engagement?
2. Does the program influence the perception of peer facilitators among participants and stakeholders?
- Evaluator shall provide support to answering this question by providing advice on the provider's pre and post survey that will be distributed among the relevant population of participants and stakeholders.
 - Evaluator should be able to answer this question definitely, that is, if relevant data is collected at the beginning and end of the project, and they have individual tracking markers, they will be able to explain quantitatively why perceptions have (or have not) changed based on demographic and other important questions also asked in the survey.
- g. The Evaluator shall address the innovation questions from the program by using intake and ongoing data from individuals served, as well as records from peer facilitators; data collection will be completed by the provider and/or DBH.
- h. The Evaluator shall address the innovation questions from the program by collecting intake and ongoing data from individuals served, as well as records from peer facilitators.
- i. Evaluator shall statistically explain the individual's *perception* about how much each factor facilitated their engagement with care.
- j. Evaluator shall statistically explain how objective variables such as time in the program and amount of exposure to motivational interviewing have on individuals' engagement with care.
- k. Evaluator shall statistically explain how demographic factors and exposure to peer facilitators shape individuals served and stakeholders' perceptions of the idea of peer facilitators.
- 3) Provide written reports
- a. The data analysis for this evaluation shall be communicated from the Evaluator to DBH through annual written reports, as well as a final report at the end of the three-year term.
 - b. The Evaluator will produce three annual reports of the data that address the research questions in the proposal, and a final research report at the end of year three that synthesizes the three annual reports, assesses the research questions after looking at all of the data, and offers suggestions about program viability.

- c. Each of the reports shall include both a short executive summary, and full detailed analysis (with supporting documentation of data in appendices). The reports will be based on the analyses described in the previous section.
- 4) Provide assistance in communication of findings
 - a. Evaluator shall work with and assist DBH with communicating the produced research findings to stakeholders, public, and social media.
 - b. Evaluator shall help DBH to both interpret the findings and craft effective public communication, as well as providing an Evaluator representative to attend meetings where they will help DBH disseminate the findings.
- 5) Compliance with County

Evaluators shall comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by the COUNTY.
- 6) Participate in DBH and Third-Party Meetings

Evaluator's staff shall participate in meetings to discuss the program, contracts issues or data findings when requested by DBH or provider. DBH shall coordinate the meetings.

C. COUNTY RESPONSIBILITIES

County shall:

- 1) Participate in monthly meetings with Evaluator to discuss program, contractual issues, and/or findings. Meetings frequency may be changed after the first year of implementation. DBH will be responsible for coordination of these meetings.
- 2) Participate in evaluation of the progress of the overall program and the efficiency of the collaboration with Evaluator's staff and will be available to Evaluator for ongoing consultation.
- 3) Gather outcome information from Evaluator throughout each term of this Agreement. COUNTY DBH staff shall notify the Evaluator when its participation is required. The performance outcome measurement process will not be limited to survey instruments but also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.
- 4) DBH shall include Evaluator's staff in DBH trainings that are relevant to the services as described in this Agreement, if there is sufficient space available, at no cost.

D. REPORTS

- 1) Evaluator shall provide an annual report of collected data and analysis. The annual reports of the data shall address the research questions in the proposal, assess the research questions after looking at all of the data, and offers suggestions about program viability. Each of the reports shall include both a short executive summary, and full, detailed analysis (with supporting documentation of data in appendices).
- 2) Evaluator shall provide a final report of analysis over the three years of this Innovation Plan.
- 3) Additional reports/outcomes may also be requested by the COUNTY's DBH and/or State, as needed.

Fresno County Department of Behavioral Health

Guiding Principles of Care Delivery

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

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

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

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

**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
From contract execution to June 30, 2021**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Evaluator - Dr. Timothy Kubal	0.17	\$ -	\$ 5,526	\$ 5,526
1102	Evaluator - Dr. Deborah Helsel	0.03	-	992	992
1103	Evaluator - Dr. Amber Crowell	0.03	-	764	764
1104	Evaluator - Dr. Edward Nelson	0.09	-	1,800	1,800
1105	Evaluator - Victoria Kubal	0.09	-	1,800	1,800
1106	Student Research Assistant	0.53	-	3,600	3,600
Personnel Salaries Subtotal		0.94	\$ -	\$ 14,482	\$ 14,482
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1304	Fringe @ 10%		-	1,088	1,088
1305	Student Fringe @ 2.23% (Workers Comp & UI)		-	80	80
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 1,168	\$ 1,168
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 15,650	\$ 15,650

3000: OPERATING EXPENSES

Acct #	Line Item Description	Amount
3003	Office, Household & Program Supplies	3,000
OPERATING EXPENSES TOTAL:		\$ 3,000

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
6001	Administrative Overhead	2,797
ADMINISTRATIVE EXPENSES TOTAL		\$ 2,797

TOTAL PROGRAM EXPENSES \$ 21,447

PROGRAM FUNDING SOURCES

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8303	INN - Innovations	The Lodge	21,447
MHSA TOTAL			\$ 21,447

TOTAL PROGRAM FUNDING SOURCES: \$ 21,447

NET PROGRAM COST: \$ -

**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
From contract execution to June 30, 2021 Budget Narrative**

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		15,650	
Employee Salaries		14,482	
1101	Evaluator - Dr. Timothy Kubal	5,526	<p>Estimated Fresno State Salary - $\\$70 * 1360$ hours (academic year) = \$95,200</p> <p>Estimated FTE on Evaluation Contract - $\\$5,526 / \\$95,200 / (4/12)$ months = 0.17 FTE</p> <p>Provides advisory and research services, and managing the evaluation as director of the Social Research Institute. Specialties include social psychology, homelessness, basic quantitative methods, and advanced qualitative methods. Management duties include, among other things, facilitating communication and paperwork among all relevant parties.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1102	Evaluator - Dr. Deborah Helsel	992	<p>Estimated Fresno State Salary - $\\$73 * 1360$ hours (academic year) = \$99,280</p> <p>Estimated FTE on Evaluation Contract - $\\$992 / \\$99,280 / (4/12)$ months = 0.03 FTE</p> <p>Provides advisory and research services, with a specialty in health and medicine among disenfranchised groups, and advanced qualitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1103	Evaluator - Dr. Amber Crowell	764	<p>Estimated Fresno State Salary - $\\$56 * 1360$ hours (academic year) = \$76,160</p> <p>Estimated FTE on Evaluation Contract - $\\$764 / \\$76,160 / (4/12)$ months = 0.03 FTE</p> <p>Provides advisory and research services, with a specialty in demography, inequality, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1104	Evaluator - Dr. Edward Nelson	1,800	<p>Estimated Fresno State Salary - \$45 * 1360 hours (academic year) = \$61,200</p> <p>Estimated FTE on Evaluation Contract - \$1,800 / \$61,200 / (4/12 months) = 0.09 FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1105	Evaluator - Victoria Kubal	1,800	<p>Estimated Fresno State Salary - \$45 * 1360 hours (academic year) = \$61,200</p> <p>Estimated FTE on Evaluation Contract - \$1,800 / \$61,200 / (4/12 months) = 0.09 FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1106	Student Research Assistant	3,600	<p>Estimated Fresno State Salary - \$15 * 1360 hours (academic year) = \$20,400</p> <p>Estimated FTE on Evaluation Contract - \$3,600 / \$20,400 / (4/12 months) = 0.53 FTE</p> <p>Provides clerical and communications support, as well as providing simple research tasks such as preliminary cleaning of the data.</p>
Payroll Taxes & Expenses:		1,168	
1304	Fringe @ 10%	1,088	<p>Fringe for additional employment hours and other employee are calculated at 10-percent to cover the expense of employment taxes. This is a cost estimate as rates fluctuate. Rate covers the cost of workers compensation, unemployment insurance, FICA and Medicare</p> <p>$\\$10,882 * .10 = \\$1,088$</p>
1305	Student Fringe @ 2.23% (Workers Comp & UI)	80	<p>Fringe for Student Assistant covers unemployment insurance and workers compensation.</p> <p>$\\$3,600 * .0223 = \\80</p>
3000: OPERATING EXPENSES		3,000	
3003	Office, Household & Program Supplies	3,000	Costs for office supplies include, but are not limited, to: Printer toner, paper, pens, notepads, peripheral devices associated with technological needs, and copier fees.

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6000: ADMINISTRATIVE EXPENSES			2,797	
	6001	Administrative Overhead	2,797	Administrative Overhead has been calculated at the university approved rate of 15% for contractual services with a county agency. $\$18,650 * .15 = \$2,797$

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 21,447

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 21,447

**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
Fiscal Year (FY 2021-22)**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Evaluator - Dr. Timothy Kubal	0.23	\$ -	\$ 22,023	\$ 22,023
1102	Evaluator - Dr. Deborah Helsel	0.05	-	4,959	4,959
1103	Evaluator - Dr. Amber Crowell	0.05	-	3,818	3,818
1104	Evaluator - Dr. Edward Nelson	0.03	-	1,800	1,800
1105	Evaluator - Victoria Kubal	0.03	-	1,800	1,800
1106	Student Research Assistant	0.27	-	5,500	5,500
Personnel Salaries Subtotal		0.66	\$ -	\$ 39,900	\$ 39,900
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1304	Fringe @ 10%		-	3,440	3,440
1305	Student Fringe @ 2.23% (Workers Comp & UI)		-	123	123
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 3,563	\$ 3,563
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 43,463	\$ 43,463

3000: OPERATING EXPENSES		
Acct #	Line Item Description	Amount
3003	Office, Household & Program Supplies	500
OPERATING EXPENSES TOTAL:		\$ 500

6000: ADMINISTRATIVE EXPENSES		
Acct #	Line Item Description	Amount
6001	Administrative Overhead	6,594
ADMINISTRATIVE EXPENSES TOTAL		\$ 6,594

TOTAL PROGRAM EXPENSES \$ 50,557

PROGRAM FUNDING SOURCES

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8303	INN - Innovations	The Lodge	50,557
MHSA TOTAL			\$ 50,557

TOTAL PROGRAM FUNDING SOURCES: \$ 50,557

NET PROGRAM COST: \$ -

**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
Fiscal Year (FY 2021-22) Budget Narrative**

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		43,463	
Employee Salaries		39,900	
1101	Evaluator - Dr. Timothy Kubal	22,023	<p>Estimated Fresno State Salary - \$70 * 1360 hours (academic year) = \$95,200</p> <p>Estimated FTE on Evaluation Contract - \$22,023 / \$95,200 = 0.23 FTE</p> <p>Provides advisory and research services, and managing the evaluation as director of the Social Research Institute. Specialties include social psychology, homelessness, basic quantitative methods, and advanced qualitative methods. Management duties include, among other things, facilitating communication and paperwork among all relevant parties.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1102	Evaluator - Dr. Deborah Helsel	4,959	<p>Estimated Fresno State Salary - \$73 * 1360 hours (academic year) = \$99,280</p> <p>Estimated FTE on Evaluation Contract - \$4,959 / \$99,280 = 0.05 FTE</p> <p>Provides advisory and research services, with a specialty in health and medicine among disenfranchised groups, and advanced qualitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1103	Evaluator - Dr. Amber Crowell	3,818	<p>Estimated Fresno State Salary - \$56 * 1360 hours (academic year) = \$76,160</p> <p>Estimated FTE on Evaluation Contract - \$3,818 / \$76,160 = 0.05 FTE</p> <p>Provides advisory and research services, with a specialty in demography, inequality, and advanced quantitative methods</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1104	Evaluator - Dr. Edward Nelson	1,800	<p>Estimated Fresno State Salary - $\\$45 * 1360$ hours (academic year) = $\\$61,200$</p> <p>Estimated FTE on Evaluation Contract - $\\$1,800 / \\$61,200 = 0.03$ FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1105	Evaluator - Victoria Kubal	1,800	<p>Estimated Fresno State Salary - $\\$45 * 1360$ hours (academic year) = $\\$61,200$</p> <p>Estimated FTE on Evaluation Contract - $\\$1,800 / \\$61,200 = 0.03$ FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1106	Student Research Assistant	5,500	<p>Estimated Fresno State Salary - $\\$15 * 1360$ hours (academic year) = $\\$20,400$</p> <p>Estimated FTE on Evaluation Contract - $\\$5,500 / \\$20,400 = 0.27$ FTE</p> <p>Provides clerical and communications support, as well as providing simple research tasks such as preliminary cleaning of the data.</p>
Payroll Taxes & Expenses:		3,563	
1304	Fringe @ 10%	3,440	<p>Fringe for additional employment hours and other employee are calculated at 10-percent to cover the expense of employment taxes. This is a cost estimate as rates fluctuate. Rate covers the cost of workers compensation, unemployment insurance, FICA and Medicare</p> <p>$\\$34,440 * .10 = \\$3,440$</p>
1305	Student Fringe @ 2.23% (Workers Comp & UI)	123	<p>Fringe for Student Assistant covers unemployment insurance and workers compensation.</p> <p>$\\$5,500 * .0223 = \\123</p>
3000: OPERATING EXPENSES		500	
3003	Office, Household & Program Supplies	500	Costs for office supplies include, but are not limited, to: Printer toner, paper, pens, notepads, peripheral devices associated with technological needs, and copier fees.

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6000: ADMINISTRATIVE EXPENSES			6,594	
	6001	Administrative Overhead	6,594	Administrative Overhead has been calculated at the university approved rate of 15% for contractual services with a county agency. $\$43,963 * .15 = \$6,594$

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 50,557

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 50,557

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**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
Fiscal Year (FY 2022-23)**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS					
Employee Salaries					
Acct #	Position	FTE	Admin	Direct	Total
1101	Evaluator - Dr. Timothy Kubal	0.22	\$ -	\$ 21,352	\$ 21,352
1102	Evaluator - Dr. Deborah Helsel	0.04	-	4,215	4,215
1103	Evaluator - Dr. Amber Crowell	0.05	-	3,663	3,663
1104	Evaluator - Dr. Edward Nelson	0.03	-	1,530	1,530
1105	Evaluator - Victoria Kubal	0.03	-	1,530	1,530
1106	Student Research Assistant	0.23	-	4,700	4,700
Personnel Salaries Subtotal		0.60	\$ -	\$ 36,990	\$ 36,990
Payroll Taxes & Expenses:					
Acct #	Description		Admin	Direct	Total
1204	Fringe @ 10%		-	3,229	3,229
1205	Student Fringe @ 2.23% (Workers Comp & UI)		-	105	105
Payroll Taxes & Expenses Subtotal:			\$ -	\$ 3,334	\$ 3,334
EMPLOYEE SALARIES & BENEFITS TOTAL:			\$ -	\$ 40,324	\$ 40,324

3000: OPERATING EXPENSES

Acct #	Line Item Description	Amount
3003	Office, Household & Program Supplies	125
OPERATING EXPENSES TOTAL:		\$ 125

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
6001	Administrative Overhead	6,067
ADMINISTRATIVE EXPENSES TOTAL		\$ 6,067

TOTAL PROGRAM EXPENSES \$ 46,516

PROGRAM FUNDING SOURCES

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8303	INN - Innovations	The Lodge	46,516
MHSA TOTAL			\$ 46,516

TOTAL PROGRAM FUNDING SOURCES: \$ 46,516

NET PROGRAM COST: \$ -

**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
Fiscal Year (FY 2022-23) Budget Narrative**

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		40,324	
Employee Salaries		36,990	
1101	Evaluator - Dr. Timothy Kubal	21,352	<p>Estimated Fresno State Salary - \$70 * 1360 hours (academic year) = \$95,200</p> <p>Estimated FTE on Evaluation Contract - \$21,352 / \$95,200 = 0.22 FTE</p> <p>Provides advisory and research services, and managing the evaluation as director of the Social Research Institute. Specialties include social psychology, homelessness, basic quantitative methods, and advanced qualitative methods. Management duties include, among other things, facilitating communication and paperwork among all relevant parties.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1102	Evaluator - Dr. Deborah Helsel	4,215	<p>Estimated Fresno State Salary - \$73 * 1360 hours (academic year) = \$99,280</p> <p>Estimated FTE on Evaluation Contract - \$4,215 / \$99,280 = 0.04 FTE</p> <p>Provides advisory and research services, with a specialty in health and medicine among disenfranchised groups, and advanced qualitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1103	Evaluator - Dr. Amber Crowell	3,663	<p>Estimated Fresno State Salary - \$56 * 1360 hours (academic year) = \$76,160</p> <p>Estimated FTE on Evaluation Contract - \$3,663 / \$76,160 = 0.05 FTE</p> <p>Provides advisory and research services, with a specialty in demography, inequality, and advanced quantitative methods</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1104	Evaluator - Dr. Edward Nelson	1,530	<p>Estimated Fresno State Salary - \$45 * 1360 hours (academic year) = \$61,200</p> <p>Estimated FTE on Evaluation Contract - \$1,530 / \$61,200 = 0.03 FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1105	Evaluator - Victoria Kubal	1,530	<p>Estimated Fresno State Salary - \$45 * 1360 hours (academic year) = \$61,200</p> <p>Estimated FTE on Evaluation Contract - \$1,530 / \$61,200 = 0.03 FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1106	Student Research Assistant	4,700	<p>Estimated Fresno State Salary - \$15 * 1360 hours (academic year) = \$20,400</p> <p>Estimated FTE on Evaluation Contract - \$4,700 / \$20,400 = 0.23 FTE</p> <p>Provides clerical and communications support, as well as providing simple research tasks such as preliminary cleaning of the data.</p>
Payroll Taxes & Expenses:		3,334	
1204	Fringe @ 10%	3,229	<p>Fringe for additional employment hours and other employee are calculated at 10-percent to cover the expense of employment taxes. This is a cost estimate as rates fluctuate. Rate covers the cost of workers compensation, unemployment insurance, FICA and Medicare</p> <p>\$32,290 * .10 = \$3,229</p>
1205	Student Fringe @ 2.23% (Workers Comp & UI)	105	<p>Fringe for Student Assistant covers unemployment insurance and workers compensation.</p> <p>\$4,700 * .0223 = \$105</p>
3000: OPERATING EXPENSES		125	
3003	Office, Household & Program Supplies	125	<p>Costs for office supplies include, but are not limited, to: Printer toner, paper, pens, notepads, peripheral devices associated with technological needs, and copier fees.</p>

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6000: ADMINISTRATIVE EXPENSES			6,067	
	6001	Administrative Overhead	6,067	Administrative Overhead has been calculated at the university approved rate of 15% for contractual services with a county agency. $\$40,449 * .15 = \$6,067$

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 46,516

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 46,516

**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
July 1, 2023 to December 31, 2023**

PROGRAM EXPENSES

1000: SALARIES & BENEFITS

Employee Salaries

Acct #	Position	FTE	Admin	Direct	Total
1101	Evaluator - Dr. Timothy Kubal	0.27	\$ -	\$ 12,942	\$ 12,942
1102	Evaluator - Dr. Deborah Helsel	0.05	-	2,376	2,376
1103	Evaluator - Dr. Amber Crowell	0.04	-	1,411	1,411
1104	Evaluator - Dr. Edward Nelson	0.07	-	2,070	2,070
1105	Evaluator - Victoria Kubal	0.07	-	2,070	2,070
1106	Student Research Assistant	0.41	-	4,200	4,200
Personnel Salaries Subtotal		0.91	\$ -	\$ 25,069	\$ 25,069

Payroll Taxes & Expenses:

Acct #	Description	Admin	Direct	Total
1204	Fringe @ 10%	-	2,087	2,087
1205	Student Fringe @ 2.23% (Workers Comp & UI)	-	93	93
Payroll Taxes & Expenses Subtotal:		\$ -	\$ 2,180	\$ 2,180
EMPLOYEE SALARIES & BENEFITS TOTAL:		\$ -	\$ 27,249	\$ 27,249

3000: OPERATING EXPENSES

Acct #	Line Item Description	Amount
3003	Office, Household & Program Supplies	125
OPERATING EXPENSES TOTAL:		\$ 125

6000: ADMINISTRATIVE EXPENSES

Acct #	Line Item Description	Amount
6001	Administrative Overhead	4,106
ADMINISTRATIVE EXPENSES TOTAL		\$ 4,106

TOTAL PROGRAM EXPENSES \$ 31,480

PROGRAM FUNDING SOURCES

8300 - MENTAL HEALTH SERVICE ACT (MHSA)

Acct #	MHSA Component	MHSA Program Name	Amount
8303	INN - Innovations	The Lodge	31,480
MHSA TOTAL			\$ 31,480

TOTAL PROGRAM FUNDING SOURCES: \$ 31,480

NET PROGRAM COST: \$ -

**Evaluation for The Lodge Innovation Program
California State University, Fresno Foundation
July 1, 2023 to December 31, 2023 Budget Narrative**

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1000: SALARIES & BENEFITS		27,249	
Employee Salaries		25,069	
1101	Evaluator - Dr. Timothy Kubal	12,942	<p>Estimated Fresno State Salary - \$70 * 1360 hours (academic year) = \$95,200</p> <p>Estimated FTE on Evaluation Contract - \$12,942 / \$95,200 / (6/12 months) = 0.27 FTE</p> <p>Provides advisory and research services, and managing the evaluation as director of the Social Research Institute. Specialties include social psychology, homelessness, basic quantitative methods, and advanced qualitative methods. Management duties include, among other things, facilitating communication and paperwork among all relevant parties.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1102	Evaluator - Dr. Deborah Helsel	2,376	<p>Estimated Fresno State Salary - \$73 * 1360 hours (academic year) = \$99,280</p> <p>Estimated FTE on Evaluation Contract - \$2,376 / \$99,280 / (6/12 months) = 0.05 FTE</p> <p>Provides advisory and research services, with a specialty in health and medicine among disenfranchised groups, and advanced qualitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1103	Evaluator - Dr. Amber Crowell	1,411	<p>Estimated Fresno State Salary - \$56 * 1360 hours (academic year) = \$76,160</p> <p>Estimated FTE on Evaluation Contract - \$1,411 / \$76,160 / (6/12 months) = 0.04 FTE</p> <p>Provides advisory and research services, with a specialty in demography, inequality, and advanced quantitative methods</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>

ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
1104	Evaluator - Dr. Edward Nelson	2,070	<p>Estimated Fresno State Salary - \$45 * 1360 hours (academic year) = \$61,200</p> <p>Estimated FTE on Evaluation Contract - \$2,070 / \$61,200 / (6/12 months) = 0.07 FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1105	Evaluator - Victoria Kubal	2,070	<p>Estimated Fresno State Salary - \$45 * 1360 hours (academic year) = \$61,200</p> <p>Estimated FTE on Evaluation Contract - \$2,070 / \$61,200 / (6/12 months) = 0.07 FTE</p> <p>Provides advisory and research services, with a specialty in managing evaluations, and advanced quantitative methods.</p> <p>“Advisory and research services” refers to many different tasks, all of which are directed toward producing an excellent, scientifically-sound evaluation that fully and accurately completes the scope of work for 3 annual reports, including tasks such as referencing scientific literature, producing and evaluating data instruments, cleaning data to prepare for analysis, analyzing data, evaluating data analyzed, writing scientific reports, writing public reports, and evaluating data collection procedures.</p>
1106	Student Research Assistant	4,200	<p>Estimated Fresno State Salary - \$15 * 1360 hours (academic year) = \$20,400</p> <p>Estimated FTE on Evaluation Contract - \$4,200 / \$20,400 / (6/12 months) = 0.41 FTE</p> <p>Provides clerical and communications support, as well as providing simple research tasks such as preliminary cleaning of the data.</p>

Payroll Taxes & Expenses:		2,180	
1204	Fringe @ 10%	2,087	<p>Fringe for additional employment hours and other employee are calculated at 10-percent to cover the expense of employment taxes. This is a cost estimate as rates fluctuate. Rate covers the cost of workers compensation, unemployment insurance, FICA and Medicare</p> <p>\$20,869 * .10 = \$2,087</p>
1205	Student Fringe @ 2.23% (Workers Comp & UI)	93	<p>Fringe for Student Assistant covers unemployment insurance and workers compensation.</p> <p>\$4,200 * .0223 = \$93</p>

3000: OPERATING EXPENSES		125	
3003	Office, Household & Program Supplies	125	<p>Costs for office supplies include, but are not limited, to: Printer toner, paper, pens, notepads, peripheral devices associated with technological needs, and copier fees.</p>

	ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
6000: ADMINISTRATIVE EXPENSES			4,106	
	6001	Administrative Overhead	4,106	Administrative Overhead has been calculated at the university approved rate of 15% for contractual services with a county agency. $\$27,374 * .15 = \$4,106$

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	31,480
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	31,480

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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, 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.

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).

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