

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.6  
AGENDA DATE: June 12, 2018

**SUBJECT:**

Approval to Accept the Grant Awards from the Mental Health Services Oversight and Accountability Commission for Mental Health Crisis Triage Services

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0273**

On motion of Supervisor Monteith , Seconded by Supervisor Chiesa  
and approved by the following vote.

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.6  
AGENDA DATE: June 12, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

---

**SUBJECT:**

Approval to Accept the Grant Awards from the Mental Health Services Oversight and Accountability Commission for Mental Health Crisis Triage Services

**STAFF RECOMMENDATION:**

1. Authorize the Behavioral Health Director, or his designee, to accept the grant awards from the California Mental Health Services Oversight and Accountability Commission for mental health crisis triage services.
2. Authorize the Behavioral Health Director, or his designee, to sign the agreements and related documents required to execute the agreements with the California Mental Health Services Oversight and Accountability Commission for Fiscal Years 2018-2019 through 2020-2021.
3. Authorize the Behavioral Health Director, or his designee, to negotiate and sign amendments to these agreements when necessary to modify services and adjust payment for services, budget permitting, throughout Fiscal Years 2018-2019 through 2020-2021.
4. Direct the Auditor-Controller to make the necessary budget adjustments per the attached budget journal.

**DISCUSSION:**

On March 6, 2018, the Board of Supervisors authorized Behavioral Health and Recovery Services (BHRS) to apply for the California Mental Health Services Oversight and Accountability Commission (MHSOAC) grant for mental health crisis triage services for adults and transition age youth. Subsequently, MHSOAC added funding for mental health crisis triage services for children. The BHRS grant application was successful and MHSOAC awarded Stanislaus County a total of \$1,863,816 over a three-year period. From the award total, \$1,265,717 will be used to expand existing mental health triage services to adults and transition age youth and \$598,099 will be used to expand existing mental health triage services to children.

The purpose of the Triage Program is to support the hiring of mental health triage personnel to provide a range of triage services to individuals with mental illness or emotional disturbances requiring crisis intervention. Triage personnel can also provide case management services face-to-face, by telephone, or by tele-health.

The awarding agency is the State of California Mental Health Services Oversight and Accountability Commission. The grant program also ties in with the Focus on Prevention goal of increasing services and supports for individuals experiencing a mental health crisis, especially those at-risk of or experiencing homelessness.

The goal of the grant program is to strengthen and expand the County's mental health services system by augmenting existing County crisis services and creating linkages to new services through additional funding for triage personnel. Additional triage personnel will increase the capacity for client assistance and provide intensive case management, training, and crisis intervention services for underserved populations, focusing on the homeless and at-risk of being homeless population experiencing a mental health crisis and needing immediate intervention. A majority of individuals appropriate for triage services will not require hospitalization or incarceration but can be stabilized and linked to appropriate levels of care.

To achieve the goals listed above, grant funds will support two types of activities in Stanislaus County:

1. Provide immediate support and triage services through assessments, evaluations, and referrals to the appropriate level of care, and
2. Provide services and supports that result in individuals being referred to wellness, resiliency, and recovery-oriented treatment setting that are appropriate to their needs while still being the least restrictive available.

The most effective way to achieve the above stated goals is to incorporate the following activities with the Stanislaus County Initial Outreach and Engagement Center (IOEC) and to have triage personnel co-located at the site. This will be accomplished by increasing and enhancing staffing through existing mental health contracts with community-based providers. Once the permanent Stanislaus County Access Center opens, triage personnel may co-locate at this site if deemed appropriate.

BHRS and its community-based triage personnel providers will collaborate as a multi-disciplinary team within the IOEC with law enforcement, first responders, hospitals, homeless shelters, and other local mental health and social service providers. The partners will assist in developing and delivering the proposed crisis intervention services. Triage personnel will also work with the existing outreach and engagement teams to develop relationships and engage individuals to seek out mental health services and support. Grant funding will be used primarily to provide triage personnel through two community-based contracts, Turning Point Community Programs and Aspiranet. Due to the short turn-around time that BHRS was given by the MHSOAC for board approval accepting the grant funds, the scope of work for services to be provided under the agreements with the community-based contractors is still in development. BHRS will return to the board in the near future with a request for authorization to amend the Turning Point Community Programs and Aspiranet agreements to accommodate the expansion of services.

**POLICY ISSUE:**

Board of Supervisors approval is required to apply for, enter into, and sign grant applications and agreements.

**FISCAL IMPACT:**

The MHSOAC has awarded BHRS funding in the amount of \$1,863,816 over a three year period to provide adult, transition age youth, and children’s mental health triage services to Stanislaus County residents. A portion of the services that will be provided are eligible for reimbursement by Medi-Cal Federal Financial Participation (FFP). A budget journal is attached to add appropriations of \$530,399 to the BHRS Fiscal Year 2018-2019 Adopted Proposed Budget. First year estimated revenue of \$507,856 from the triage grant and \$22,543 in Medi-Cal FFP will offset the additional appropriations. The funding will be used to expand existing services provided by agreements with Turning Point Community Programs and Aspiranet. Appropriations and estimated revenue for the remaining two years will be included in future budget cycles. There is no impact to County General Fund.

**BOARD OF SUPERVISORS’ PRIORITY:**

The recommended actions are consistent with the Boards’ priority of *Supporting Community Health* by seeking additional funding to deliver the needed mental health services at appropriate levels in a cost-effective manner.

**STAFFING IMPACT:**

The grants will be managed by existing BHRS staffing resources. The grant funding will be utilized to expand services provided by community-based contractors.

**CONTACT PERSON:**

Rick DeGette, MA, MFT                      Behavioral Health Director                      209-525-6205

**ATTACHMENT(S):**

1. BHRS Budget Journal Adult and Children's Triage Grant
2. Childrens Triage Grant Agreement
3. MHSOAC SB82 Triage Grant Agreement

Database	FMSDBPRD.CO.STANISLAUS.CA.US.PROD	DO NOT CHANGE
Balance Type	Budget	DO NOT CHANGE
Data Access Set	County of Stanislaus	DO NOT CHANGE
Ledger	* List - Text: County of Stanislaus	DO NOT CHANGE
Budget	List - Text: LEGAL BUDGET	DO NOT CHANGE
Category	* List - Text: Budget - Upload	DO NOT CHANGE
Source	* List - Text:	
Currency	* List - Text: USD	DO NOT CHANGE
Period	List - Text: JUL-18	ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Batch Name	Text:	
Journal Name	Text: MH JV39001 TMJ 07/01/2018	
Journal Description	Text: BUDGET ADJUSTMENT	
Journal Reference	Text:	
Organization	List - Text: Stanislaus Budget Org	DO NOT CHANGE
Chart Of Accounts	Accounting Flexfield	DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
O	1501	6111610	25000	0000000	000000	000000	000000			331693 Incr Revenue -ADULT TR	
O	1501	6111610	33950	0000000	000000	000000	000000			14723 Incr Revenue -ADULT TR	
O	1501	6111610	63280	5184010	000000	000000	000000	346416		Incr Contracts -Adult Tria	
O	1507	6831131	63280	5123010	000000	000000	000000	183983		Incr contracts -Children's	
O	1507	6831131	25000	0000000	000000	000000	000000		176163	Incr State-Other - Childre	
O	1507	6831131	33950	5123010	000000	000000	000000		7820	Incr MHS/Medi-Cal Reimt	
Totals:									530399	530399	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: State of California Mental Health Services Oversight and Accountability Commisison grant award for adult and children triage services.

Requesting Department		CEO	Data Entry	Auditors Office Only
Tina Jamison	Pete Duenas			Christopher L Barnes
Prepared by	Supervisor's Approval	Keyed by	Prepared By	Approved By
5/22/2018	6/4/2018			5/31/2018
Date	Date	Date	Date	Date

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD. 213 (Rev 06/03)

AGREEMENT NUMBER <b>17MHSOAC067</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	Mental Health Services Oversight and Accountability Commission
CONTRACTOR'S NAME	Stanislaus County Behavioral Health and Recovery Services
- The term of this Agreement is: Upon Execution through November 30, 2021
- The maximum amount of this Agreement is: **\$422,127.70**  
 FOUR HUNDRED TWENTY TWO THOUSAND ONE HUNDRED TWENTY SEVEN DOLLARS & SEVENTY CENTS
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.
 

Exhibit A - Scope of Work	3 pages
Exhibit B - Budget Detail and Payment Provisions	2 pages
Attachment B.1 - Grant Award Claim Form	1 page
Attachment B.2 - Budget Worksheet	1 page
Exhibit C* - General Terms and Conditions (GTC)	4 pages

RFA MHSOAC\_Triage\_003 and Grantee's application are hereby incorporated by reference and made part of this agreement

Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Behavioral Health and Recovery Services		
BY (Authorized Signature) <i>Richard DeGette</i>	DATE SIGNED (DD/M/YY) 11-2-18	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard DeGette, MFT, Director		
ADDRESS 800 Scenic Drive, Building C, Modesto, CA 95354		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Mental Health Services Oversight and Accountability Commission		
BY (Authorized Signature) <i>Toby Ewing</i>	DATE SIGNED (DD/M/YY) 12/13/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Toby Ewing, Executive Director		
ADDRESS 1325 J Street, Suite 1700, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: W & I 5897(f)

**MHSOAC USE ONLY**

State Master  
  Contractor  
  Contract Manager  
  Accounting  
  State Controller

**Exhibit A**  
**Scope of Work**

1. STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES, hereafter referred to as Grantee, agrees to hire mental health triage personnel to provide a range of triage services to persons with mental illness requiring crisis intervention. As indicated in the Mental Health Wellness Act of 2013 triage personnel may provide targeted case management services face to face, by telephone, or by tele-health. The scope of work for this contract is contained in the Grant Application submitted by Grantee in response to the MHSOAC's Request for Applications RFA SB82\_TRIAGE\_003 (hereinafter, "RFA"). Grantee's Application is incorporated by reference and made part of this contract as if attached hereto.

**2. Grantee Implementation Plan**

Grantee shall implement the triage program described in Grantee's Triage Grant Application Attachment 7 Program Implementation Plan which is attached to this Exhibit A as "Attachment A.1".

**3. Contacts**

The representatives during the term of this agreement will be:

Direct all Triage Grant inquiries to:

<b>State Agency:</b> Mental Health Services Oversight & Accountability Commission	<b>Grantee:</b> Stanislaus County Behavioral Health and Recovery Services
<b>Name, Title:</b> Matthew Lieberman, Health Program Specialist	<b>Name, Title:</b> Cherie Dockery, Associate Director for Behavioral Health and Recovery Services
<b>Phone</b> (916) 445-8696	<b>Phone:</b> (209) 525-6225
<b>Fax:</b> (916) 445-4927	<b>Fax:</b> (209) 558-4326
<b>Email:</b> <a href="mailto:matthew.lieberman@mhsoc.ca.gov">matthew.lieberman@mhsoc.ca.gov</a>	<b>Email:</b> <a href="mailto:CDockery@stanbhhs.org">CDockery@stanbhhs.org</a>

Direct all administrative inquiries to:

<b>State Agency:</b> Mental Health Services Oversight & Accountability Commission	<b>Grantee:</b> Stanislaus Behavioral Health and Recovery Services
<b>Section/Unit:</b> Administrative Services	<b>Section/Unit:</b>
<b>Attention:</b> Rich Thut	<b>Attention:</b> Cherie Dockery
<b>Address:</b> 1325 J Street, Suite 1700 Sacramento, CA 95814	<b>Address:</b> 800 Scenic Drive, Building C, Modesto, CA 95354
<b>Phone:</b> (916) 445-8798	<b>Phone:</b> (209) 525-6225
<b>Fax:</b> (916) 445-4927	<b>Fax:</b> (209) 558-4326
<b>Email:</b> <a href="mailto:Richard.Thut@mhsoc.ca.gov">Richard.Thut@mhsoc.ca.gov</a>	<b>Email:</b> <a href="mailto:CDockerry@stanbhhs.org">CDockerry@stanbhhs.org</a>

Project representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

**4. Grant Cycle** (See *RFA, Section IV.C.*)

This grant is approved for a three-year grant cycle, with funds allocated in quarterly installments.

Contract funding is based on the Grantee's compliance with the RFA requirements as submitted through Grantee's Application, which is incorporated by reference and made a part of this contract as if attached.

The Commission may withhold funds from Grantee if the Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is presented and accepted by the Commission.

**5. Reporting** (See *RFA, Section V.F.*)

Grantee shall provide information to the Commission on a quarterly basis within 30 days after the end of each reporting period. Quarterly reporting periods are hereby defined as July 1 – September 30, October 1 – December 31, January 1 – March 31, and April 1 – June 30.

The following reports are required to be submitted:

- a. Triage Hiring Report (See *RFA, Section V.F.1.*), quarterly.



- b. Statewide Evaluation Data (See *RFA, Section V.F.2.*)
  - i. Grantee shall provide data based on the specifications and timelines defined by and agreed to by the Statewide Evaluation Contractor and the Commission.
- c. Expenditure Information (See *RFA, Section V.F.3.*)
  - i. Grantee shall report all Grant expenditure information in the Annual Fiscal Report within 30 days of the end of the program year. Annually Grantee is required to remit unexpended grant funds back to the Commission.

**6. Allowable Costs** (See *RFA, Section IV.E.*)

Grant funds must be used as proposed in the grant Application approved by the Commission as follows:

- a. Allowable costs include triage personnel and administration;
  - i. The amount budgeted for administration shall not exceed 15% of the total budget. This includes any administrative costs associated with contracted personnel.
- b. Grant funds may be used to supplement existing programs but may not be used to supplant existing financial and resource commitments of the grantee;
- c. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

**7. County Triage Webpage** (See *RFA, Section V.C.4.b.*)

Grantee shall have a link on its home page that connects users to a County Triage Webpage. The link shall be named, "County Mental Health Triage Services". Information on the webpage shall include:

- a. The title of each triage grant program;
- b. A short description of each triage grant program;
- c. Direct contact information for each triage grant program, including phone number, email, and access point location addresses. If available, include walk-in assistance information.

**8. Statewide Evaluation** (See *RFA, Section V.E.*)

Grantee shall fully cooperate with the Commission's statewide evaluation contractor (hereinafter, "Evaluation Contractor") and ensure Grantee's collaborative partners also cooperate. Grantee shall collect relevant individual-level data, including but not limited to, encounter data. Grantee shall grant the Evaluation Contractor access to all relevant individual-level data collected and maintained by Grantee. Grantee shall ensure that its collaborative partners grant access to the Evaluation Contractor to all relevant individual-level data.

**9. Amendments**

State of California  
Mental Health Services Oversight and  
Accountability Commission (Commission)

STANISLAUS COUNTY  
BEHAVIORAL HEALTH & RECOVERY SERVICES  
Agreement # 17MHSOAC067  
Exhibit A, Scope of Work

This contract may be amended upon mutual consent of the parties. All amendments must be in writing and fully executed by authorized representatives of each party.

**ATTACHMENT A.1**

**PROGRAM IMPLEMENTATION PLAN TIMELINE**

**ATTACHMENT 7: PROGRAM IMPLEMENTATION PLAN**  
 Program Implementation Plan Timeline

Program Implementation Plan Timeline				
<b>V. C.1.1.</b>	<b>Program Implementation Plan Timeline</b>			
	Provide a Program Implementation Timeline for the requirements detailed in the Program Implementation Plan Narrative. The Timeline should agree with the Narrative and contain activities and milestones to ensure success of the Program Implementation Plan			
	<b>a.</b>	<b>Recruitment strategy for triage staff</b>		
	<b>i.</b>	<b>List specific strategies, activities and milestones</b>		
	<b>1</b>	Strategy: Recruitment of New Triage Staff (Internal Posting)	Beg Date: July 2018	End Date: October 2018
	<b>1</b>	Activity/Milestone: Initial Internal Agency Posting	July 2018	August 2018
	<b>2</b>	Activity/Milestone: Schedule and Conduct Interviews	August 2018	September 2018
	<b>3</b>	Activity/Milestone: Identify, screen, and offer position to candidates	September 2018	October 2018
	<b>2</b>	Strategy: Recruitment of New Triage Staff (External Posting)	Beg Date: July 2018	End Date: October 2018
	<b>1</b>	Activity/Milestone: Initial Internal Agency Posting	July 2018	August 2018
<b>2</b>	Activity/Milestone: Schedule and Conduct Interviews	August 2018	September 2018	
<b>3</b>	Activity/Milestone: Identify, screen, and offer position to candidates	September 2018	October 2018	

If more space is needed, or if this is a joint application, make a copy of this page and insert behind this one

	ii.	List all employee classifications individually. Include estimated hiring dates		Est. Hire Date	Peer (Yes/No)
		1	Employee classification: Behavioral Health & Recovery Services will not be hiring staff using Triage funds. Will use existing staff funded through other sources.	Not Applicable	
	iii.	List all Contractor positions/classifications individually. Include estimated hiring dates		Est. Hire Date	Peer (Yes/No)
		1	Contractor position/classification: Program Director (0.02 FTE to the project) FLSA Exempt	Currently employed	
		2	Contractor position/classification: Working Program Manager/Clinician (1.0 FTE) FLSA Exempt	By September 30, 2018	Desirable quality, but not required
		3	Contractor position/classification: Navigator (1.0 FTE) FLSA Non-Exempt	By September 30, 2018	Desirable quality, but not required
		4	Contractor position/classification: Navigator (1.0 FTE) FLSA Non-Exempt	By September 30, 2018	Desirable quality, but not required
		5	Contractor position/classification: Clinical Supervisor 1099 Contractor	By September 30, 2018	
	b.	Retention strategy for triage staff			
	i.	List specific strategies, activities and milestones			
1		Strategy: In House Intensive Training	Beg. Date July 2018	End Date June 2021	
1		Activity/Milestone: Staff attend New Hire Training (Starts at time of hire and offered continually)	July – October 2018	December 2018 and ongoing as staff hired to replace outgoing staff	

If more space is needed, or if this is a joint application, make a copy of this page and insert behind this one

			2	Activity/Milestone: Monthly In-house staff training and monthly in-house clinical trainings	ongoing	June 2021			
			3	Activity/Milestone: Staff attend LSIC and MI training to focus on crisis intervention and engagement	August 2018	Ongoing as staff are retained			
			4	Activity/Milestone: CEU external trainings when available	ongoing	June 2021			
			2	Strategy: Clinical Supervision	Beg. Date At date of hire	End Date June 2021			
			1	Activity/Milestone: Start at hire of clinicians by Clinical Supervisor	At date of hire	June 2021			
			2	Activity/Milestone: Weekly Staff Meetings	Ongoing	June 2021			
			4	Strategy: Aspiranet and TLC team Incentives	Beg. Date Date of hire	End Date June 2021			
			1	Activity/Milestone: General incentives are offered annually	Date of hire	June 2021			
			2	Activity/Milestone: TLC Internal incentives offered quarterly	Date of hire	June 2021			
			<b>c. Training Plan Strategy</b>						
			<b>i. List specific strategies, activities and milestones</b>						
			1	Strategy: Required Staff Trainings, including those required by the Joint Commission, which is the accrediting body for Aspiranet.	Beg. Date Date of hire	End Date June 2021			
			1	Activity/Milestone: Attendance as described in V.C.1.c.	September 2018	Oct 2018			
			2	Activity/Milestone: Training is ongoing for employees to attend for follow-up/refresher or when new information is presented and/or updated.	October 2018	June 2021			

If more space is needed, or if this is a joint application, make a copy of this page and insert behind this one

			2	Strategy: Periodic Trainings	Beg. Date Ongoing	End Date June 2021
			1	Activity/Milestone: Periodic Trainings are scheduled on a case by case basis by the Program Manager to support licensure and mental health education	October 2018	June 2021
			3	Strategy: Five Protective Factors Training	Beg. Date Within first 2 months of hire	End Date June 2021
			1	Activity/Milestone: Staff will receive the Strengthening Families 5 Protective Factor Training by internal Aspiranet Trainers.	Within first 2 months of hire	June 2021
			4	Strategy: Leadership Training	Beg. Date August 2018	End Date June 2021
			1	Activity/Milestone: Working Program Manager/Clinician is hired	August 2018	September 2018
			2	Activity/Milestone: Leadership Training	September 2018	Ongoing throughout grant period
			5	Strategy: Community Resiliency Model (CRM)	Beg. Date September 2018	End Date Annually until June 2021
			1	Activity/Milestone: New staff will receive CRM training	Annually on Aspiranet's current CRM training cycle	June 2021

If more space is needed, or if this is a joint application, make a copy of this page and insert behind this one

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. INVOICING AND PAYMENT**

- A. The amount payable by the Commission to the Grantee is specified in Section 5, Payment Schedule.
- B. Grant Award Claim Form (Attachment B.1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.

#### **2. INSTRUCTION TO THE GRANTEE**

- A. To expedite the processing of the Grant Award Claim Form submitted to the Commission for fund distribution, Grantee shall submit one original and two copies of each Grant Award Claim Form to the Commission Grant Manager at the following address:

Mental Health Services Oversight and Accountability Commission  
1325 J Street, Suite 1700  
Sacramento, CA, 95814

#### **3. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. If this contract overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.

D. In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

#### 4. BUDGET DETAIL

The total amount of this Agreement shall not exceed \$598,099.00. Payment shall be made in accordance with the payment schedule below. The funds used for this Agreement may be used without regard to fiscal year.

#### 5. PAYMENT SCHEDULE

Grantee was approved for a grant cycle that covers three fiscal years (See Attachment B.2 – Budget Worksheet for approved funding amounts), with funds allocated annually at the beginning of each fiscal year. Payments will be made quarterly and the total amount of payments made in any fiscal year is to not exceed the amounts stated below. For each grant year Grantee may not exceed the total funds allocated for that grant year.

<b>Grant Year Disbursement</b>	<b>Grant Funding</b>
Grant Year 1	\$176,163.00
Grant Year 2	\$210,968.00
Grant Year 3	\$210,968.00
Grant Total	\$598,099.00



**ATTACHMENT B.1**  
**Investment in Mental Health Wellness Act of 2013 (Children 0-21)**  
**GRANT AWARD CLAIM FORM**

To: Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700 Sacramento, CA 95814 Attn: <u>Accounting Office</u>	<b>Check One</b> Year 1 <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3 <input type="checkbox"/>	<b>Check One</b> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <input type="checkbox"/>
--	---	--

**From:** \_\_\_\_\_ **Contract No.** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Costs	A	B	C	D	
	Budget Amount	Beginning Balance	Adjustments	Current Expense	Ending Balance
Personnel					
Administration					

**Total Allowable Costs \$** \_\_\_\_\_

MHSOAC USE ONLY	FOR GRANTEE'S USE -- Please use blue ink
I hereby certify that all services and required reports have been received pursuant to the contract/grant.  X _____ Signature Program Coordinator                      DATE  _____ Name of Signatory  _____ Phone	I CERTIFY that I am a duly appointed and acting officer of the herein named county/lead agency: that the costs being claimed are in all respects true, correct, and in accordance with the grant provisions, and that the funds were expended or obligated during the project year.  X _____ Signature of Mental Health/Behavioral Health Director or designee/Grant Lead                      DATE  _____ Name of Signatory  _____ Title

FOR MHSOAC ACCOUNTING USE ONLY		GRANTEE'S CONTACT INFORMATION
SFY: _____  <b>Grant Title:</b> MHSOAC Triage Grant <b>MHSA Grant Award:</b> _____ <b>PCA:</b> 30118 <b>INDEX:</b> 1300 <b>OBJECT CODE:</b> 701	FY 2013-14 <input type="checkbox"/> FY 2017-18 <input type="checkbox"/> FY 2014-15 <input type="checkbox"/> FY 2018-19 <input type="checkbox"/> FY 2015-16 <input type="checkbox"/> FY 2019-20 <input type="checkbox"/> FY 2016-17 <input type="checkbox"/> FY 2020-21 <input type="checkbox"/>	_____ Contact Person (Print)  _____ Phone

**ATTACHMENT B.2**

MHSOAC  
Mental Health Triage Personnel Children RFA

RFA 5882\_TRIAGE\_003  
ATTACHMENT 11 - Budget Worksheet

<b>ATTACHMENT 11 BUDGET WORKSHEET</b>					
<b>County/Applicant: Stanislaus</b>					
(1) Hire Triage Staff (list individual role/classification) (add rows as needed)	(2) Hiring Month	(3) FY 1	(4) FY 2	(5) FY 3	(6) Total All Fys
					-
<b>Subtotal - (7) Personal Services Salaries</b>		-	-	-	-
<b>Add: (8) Personal Services Benefits</b>		-	-	-	-
<b>(5) Total Personal Services</b>		-	-	-	-
(10) Hire Triage Contractors (if applicable, list individual role/classification) (Add rows as needed)	(2) Hiring Month	(11) FY1	(12) FY2	(13) FY3	(6) Total All Fys
					-
Working Program Mgr/Clinician (1.0 FTE) Exempt	2	74,996	90,012	90,012	255,020
Navigator (1.0 FTE) Non-exempt	2	34,660	41,600	41,600	117,860
Navigator (1.0 FTE) Non-exempt	2	34,660	41,600	41,600	117,860
Core Program Director III (0.02 FTE) Exempt	1	2,070	2,070	2,070	6,210
Clinical Supervisor (1099 Contractor)	2	10,000	12,000	12,000	34,000
					-
<b>(14) Total Contracted Services</b>		156,386	187,282	187,282	530,950
<b>(15) Total Personal/Contracted Services</b>		156,386	187,282	187,282	530,950
<b>(16) Administration (includes indirect costs, overhead)</b>		27,597	33,050	33,050	93,697
<b>(17) Total Proposed Program Costs</b>		183,983	220,332	220,332	624,647
<b>(18) Reimbursements, Offsets, Other Funding Sources</b>					
County Budget Funds					-
Medi-Cal Reimbursements		7,819	9,364	9,364	26,547
Private Matching Funds					-
Other (list)					-
<b>(19) Total Reimbursements, Offsets, Other Funding Sources</b>		7,819	9,364	9,364	26,547
<b>(20) Total Grant Funding Requested</b>		176,163	210,968	210,968	598,099

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD-213 (Rev 06/03)

AGREEMENT NUMBER <b>17MHSOAC047</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	Mental Health Services Oversight and Accountability Commission
CONTRACTOR'S NAME	Stanislaus County Behavioral Health and Recovery Services
- The term of this Agreement is: Upon Execution through November 30, 2021
- The maximum amount of this Agreement is: \$ 893,320.67  
 EIGHT HUNDRED NINETY THREE THOUSAND THREE HUNDRED TWENTY DOLLARS & SIXTY SEVEN CENTS
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.
 

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Attachment B.1 - Grant Award Claim Form	1 page
Attachment B.2 - Budget Worksheet	1 page
Exhibit C * – General Terms and Conditions (GTC)	4 pages

RFA MHSOAC\_Triage\_002\_Addendum 2 and Grantee's application are hereby incorporated by reference and made part of this agreement

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ois.dgs.ca.gov/Standard+Language](http://www.ois.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Behavioral Health and Recovery Services		
BY (Authorized Signature) <i>Richard DeGette</i>	DATE SIGNED (Do not type) 10-30-18	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard DeGette, MFT, Director		
ADDRESS 800 Scenic Drive, Building C, Modesto, CA. 95350		
STATE OF CALIFORNIA		
AGENCY NAME Mental Health Services Oversight and Accountability Commission		
BY (Authorized Signature) <i>Toby Ewing</i>	DATE SIGNED (Do not type) 12/13/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Toby Ewing, Executive Director		
ADDRESS 1325 J Street, Suite 1700, Sacramento, CA 95814		

Exempt per: W & I 5897(f)

MHSOAC USE ONLY

- State Master     Contractor     Contract Manager     Accounting     State Controller

**ATTACHMENT B.1**  
**Investment in Mental Health Wellness Act of 2013 (Adult/TAY)**  
**GRANT AWARD CLAIM FORM**

<b>To:</b> Mental Health Services Oversight and Accountability Commission 1325 J Street, Suite 1700 Sacramento, CA 95814 Attn: <u>Accounting Office</u>	<b>Check One</b> Year 1 <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3 <input type="checkbox"/>	<b>Check One</b> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4 <input type="checkbox"/>
---	---	--

**From:** \_\_\_\_\_ **Contract No.** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Costs	A	B	C	D	
	<b>Budget Amount</b>	<b>Beginning Balance</b>	<b>Adjustments</b>	<b>Current Expense</b>	<b>Ending Balance</b>
<b>Personnel</b>					
<b>Administration</b>					

**Total Allowable Costs \$** \_\_\_\_\_

MHSOAC USE ONLY	FOR GRANTEE'S USE – Please use blue ink
I hereby certify that all services and required reports have been received pursuant to the contract/grant.  X _____ Signature Program Coordinator                      DATE  _____ Name of Signatory  _____ Phone	I CERTIFY that I am a duly appointed and acting officer of the herein named county/lead agency: that the costs being claimed are in all respects true, correct, and in accordance with the grant provisions, and that the funds were expended or obligated during the project year.  X _____ Signature of Mental Health/Behavioral                      DATE Health Director or designee/Grant Lead  _____ Name of Signatory  _____ Title

FOR MHSOAC ACCOUNTING USE ONLY		GRANTEE'S CONTACT INFORMATION
<b>SFY:</b> _____  <b>Grant Title:</b> MHSOAC Triage Grant <b>MHSA Grant Award:</b> _____ <b>PCA:</b> 30118 <b>INDEX:</b> 1300 <b>OBJECT CODE:</b> 701	FY 2013-14 <input type="checkbox"/> FY 2017-18 <input type="checkbox"/> FY 2014-15 <input type="checkbox"/> FY 2018-19 <input type="checkbox"/> FY 2015-16 <input type="checkbox"/> FY 2019-20 <input type="checkbox"/> FY 2016-17 <input type="checkbox"/> FY 2020-21 <input type="checkbox"/>	_____ Contact Person (Print)  _____ Phone



## ATTACHMENT B.2 BUDGET WORKSHEET

### 1. Grantee's Application Budget Worksheet (Attachment 11)

MHSOAC  
 Mental Health Triage Personnel Adult RFA

ATTACHMENT 11 - Budget Worksheet

ATTACHMENT 11 BUDGET WORKSHEET					
<b>County/Applicant: Stanislaus County/Stanislaus County Behavioral Health &amp; Recovery Services</b>					
(1) Hire Triage Staff (list individual role/classification) (add rows as needed)	(2) Hiring Month	(3) FY 1	(4) FY 2	(5) FY 3	(6) Total All FYs
None				-	-
Subtotal - (7) Personal Services Salaries		-	-	-	-
Add: (8) Personal Services Benefits		-	-	-	-
(9) Total Personal Services		-	-	-	-
(10) Hire Triage Contractors (If applicable, list individual role/classification) (Add rows as needed)	(2) Hiring Month	(11) FY1	(12) FY2	(13) FY3	(6) Total All FYs
<b>Turning Point Community Programs</b>					
Clinical Director (1.0 FTE) Exempt	3	64,677	89,420	92,996	247,093
Mental Health Clinician (1.0 FTE) Non-exempt	3	47,402	65,465	68,083	180,950
Mental Health Clinician (1.0 FTE) Non-exempt	3	47,402	65,465	68,083	180,950
Mental Health Clinician (1.0 FTE) Non-exempt	3	48,250	66,641	69,307	184,199
Peer Support Specialist (1.0 FTE) Non-exempt	3	26,862	36,983	38,463	102,308
Navigator (1.0 FTE) Non-exempt	3	29,931	41,239	42,888	114,057
Navigator (1.0 FTE) Non-exempt	3	29,931	41,239	42,888	114,057
(14) Total Contracted Services		294,454	406,451	422,709	1,123,614
(15) Total Personal/Contracted Services		294,454	406,451	422,709	1,123,614
(16) Administration (includes indirect costs, overhead)		51,962	71,726	74,595	198,284
(17) Total Proposed Program Costs		346,416	478,177	497,304	1,321,898
(18) Reimbursements, Offsets, Other Funding Sources					
County Budget Funds					
Medi-Cal Reimbursements (FFP only)		14,723	20,323	21,135	56,181
Private Matching Funds					
Other (list)					
(19) Total Reimbursements, Offsets, Other Funding Sources		14,723	20,323	21,135	56,181
(20) Total Grant Funding Requested		331,693	457,855	476,169	1,265,717
<i>Assumptions for this budget:</i>					

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS (GTC) 04/2017

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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

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

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

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

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

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

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

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

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



2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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