

MHSSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Mental Health Services Oversight & Accountability Commission (MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the Tehama County Health Services Agency (Grantee or Tehama County) with headquarters in Red Bluff, California.

II. Summary/Purpose

This grant is part of a total award of \$25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability and 4) Other Priorities. **This grant was awarded under Category 1: Marginalized and Vulnerable Youth.**

Grantee is as identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to eleven (11) Applicants under Category 1. A total of fifty-one (51) grants were awarded.

The Commission recognizes that the needs of MHSSA grantees, students and families differ from one county to another based on variables between Partnerships such as the number of school districts and the size/demographics of their student populations. The Commission surveyed MHSSA grantees on which identified needs within their school-based mental health partnership needs funding and the vulnerable youth population was one area of need identified. The overall Purpose of this Agreement is to support marginalized and vulnerable student populations such as foster youth, juvenile justice involved youth, and youth who are not traditionally thought to be at risk.

III. Recitals

- A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at

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Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)

- B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.
- C. Mental Health Student Services Act. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)
- D. MHSSA Partnerships. MHSSA grants shall only be awarded to a countywide “partnership” among and between a county’s mental or behavioral health department, office of education, and school districts or charter schools. A “lead agency” may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1) & (2).)
- E. Procurement. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.
- F. Incorporation by Reference. The RFA and Grantee’s Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.
- G. Prior MHSSA Funding. The Commission previously funded three rounds of MHSSA grants at a total of \$255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission’s ongoing MHSSA Learning Collaborative.
- H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants are designed to

assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHSOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection. 3) Imperial County Office of Education (23MHSOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See Attachments A-1 through A-4.

- I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission.
- J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants, and Tehama County.
- K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.
- L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. Asset Responsibility. Assets, vehicles, equipment and other operational material purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the Grantee physically and financially.

IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Mental Health Services Oversight and Accountability Commission	Tehama County Department of Education
Name: Nai Saechao	Name: JoNell Wallace
Address: 1812 9 th Street Sacramento, CA 95811	Address: 1135 Lincoln St Red Bluff, CA 96080
Phone: 916-500-0577	Phone: 530-528-7303
Fax: 916-623-4687	Fax:
Email: nai.saechao@mhsoac.ca.gov	Email: jwallace@tehamaschools.org

Direct all billing inquiries to:

Mental Health Services Oversight and Accountability Commission	Tehama County Health Services Agency
Name: Chelsea Yuen	Name: Jayme Bottke
Address: 1812 9 th Street Sacramento, CA 95811	Address: P.O. Box 400 Red Bluff, CA 96080
Phone: 916-500-0577	Phone: 530-527-8491
Fax: 916-623-4687	Fax:
Email: accounting@mhsoac.ca.gov	Email: jayme.bottke@tchsa.net

V. General Requirements

The following provisions govern all deliverables:

- A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Team and all other MHSSA Grantees
- B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.
- C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C. MHSOAC Logo.)

D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission on a quarterly basis, or upon request. Said meetings may be in-person, by phone or over a web-based platform.

VI. Deliverables

A. Marginalized and Vulnerable Youth Program. Grantee shall develop and implement a program to support MHSSA-funded services for marginalized and vulnerable youth for the school districts in its Partnership (*Marginalized and Vulnerable Youth Program* or Program). This Program is identified and described in Grantee's Application at Category 1: Marginalized and Vulnerable Youth, Attachment 1-3 – Proposed Program as incorporated into this Agreement. Details of this Program process shall be submitted to the Commission in the Progress Reports, and a summary will be included in the final Report at the end of Grant Year Three.

B. Learning Cohort. Grantee will participate in a Learning Cohort of local educators, parents, students and other interested parties that can understand and respond to the unique and nuanced needs of students to promote strategies that will benefit these populations.

C. Data Reporting. Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.

D. Reports. Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In addition to the Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

1. Progress Reports. Grantee shall report on the development and implementation of their Marginalized and Vulnerable Youth Program relevant to the reporting period using the Progress Report Template which will be provided by the Commission. The report will include but not be limited to:

- a. List of major Program goals/objectives that are clearly defined, specific, and measurable
- b. Status on which goals/objectives have been accomplished
- c. Barriers and challenges to development and/or implementation of the Program and action plans to resolve them

d. Report on status of hiring staff/contractors, as well as retention of those staff

2. Annual Fiscal Reports. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.

Attachment A-1: Sustainability TA

Attachment A-2: Data Collection TA

Attachment A-3: Partnership Development TA

Attachment A-4: Program Implementation TA

Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.
2. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees-to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.
5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.
6. Information Hub. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.
7. Communication. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.
2. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.
3. Data Collection Restrictions. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.
4. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.
5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.
6. Webinars. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.
7. Individualized Coaching. Tehama County will meet with individual grantees-to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.
8. Toolkits & Training Materials. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

9. **Information Hub**. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.

10. **Communication**. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.
2. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Partnership Development each year. covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.
5. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implement partnerships on a statewide basis.
6. Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.
7. Communication. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.
2. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.
5. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSSA grantees to implement programs on a statewide basis.
6. Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.
7. Communication. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

EXHIBIT B**FISCAL DETAIL****1. Invoicing and Payment**

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.
- b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and submit to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

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Mental Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@mhsoac.ca.gov

2. 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 be of no further 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 amendment to Grantee to reflect the reduced amount.
- c) If this Agreement 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 it was executed, the State may exercise its option to cancel this Agreement.
- d) This Agreement 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.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

4. Budget Detail

The total amount of this Grant Agreement shall not exceed Five Hundred Thousand Dollars [\$500,000.00].

Deliverable	Allocated Amount	Due Date
<u>Grant Year 1*</u>		
<i>Progress Report Q1</i>	\$50,000.00	December 31, 2024
<i>Progress Report Q2</i>	\$50,000.00	March 31, 2025
<i>Progress Report Q3</i>	\$50,000.00	June 30, 2025
<i>Progress Report Q4</i>	\$25,000.00	September 30, 2025
Subtotal	\$175,000.00	
<u>Grant Year 2*</u>		
<i>Progress Report Q1</i>	\$50,000.00	December 31, 2025
<i>Progress Report Q2</i>	\$50,000.00	March 31, 2026
<i>Progress Report Q3</i>	\$50,000.00	June 30, 2026
<i>Progress Report Q4</i>	\$25,000.00	September 30, 2026
Subtotal	\$175,000.00	
<u>Grant Year 3*</u>		
<i>Progress Report Q1</i>	\$50,000.00	December 31, 2026
<i>Progress Report Q2</i>	\$25,000.00	March 31, 2027
<i>Progress Report Q3</i>	\$50,000.00	June 30, 2027
<i>Final Report Q4</i>	\$25,000.00	September 30, 2027
Subtotal	\$150,000.00	
Total	\$500,000.00	

**Annual Fiscal Reports are due at the end of each Grant Year.*

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan).

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

EXHIBIT C**General Terms and Conditions**

1. **Amendment**. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. **Antitrust Claims**: The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below:
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission 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.
 - ii. "Public purchasing body" means the Commission 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.

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- d. Upon demand in writing by the assignor, the assignee shall, within one year of 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.
- 3. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.
- 4. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
- 5. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit.
- 6. Captions: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 7. Certification Clauses: The GRANTEE 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.
- 8. Child Support Compliance Act: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
 - a. The Grantee 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

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- b. The Grantee, 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.
9. **Change of Control:** In the event Grantee undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.
10. **Compensation:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **Confidentiality:** Grantee shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Grantee to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.
 - a. Grantee shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Commission staff, Grantee's own personnel involved in the performance of this Agreement, or as required by law.
12. **Contract/Agreement is Complete:** Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. **Copyright:** Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Grantee hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the

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contract, Grantee hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Grantee shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

14. Grantee-Commission Collaboration: At the request of the Commission, Grantee shall permit Commission Staff to work closely with Grantee's Staff, and Commission Staff shall be given access to Grantee's data, working papers and other written materials as needed for this purpose.

15. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

16. Dispute Resolution:

- a. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
- b. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Grantee's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- c. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award

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rendered by the arbitration may be entered in any court having jurisdiction thereof.

- d. While the informal dispute or arbitration process is pending, Grantee shall proceed diligently with its performance under the Agreement.
17. **Electronic Signature:** Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
18. **Force Majeure:** Neither the Commission nor the Grantee shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.
19. **Forum Selection:** The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.
20. **Governing Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
21. **Gratuities and Contingency Fees:** The Commission, by written notice to the Grantee, may terminate the right of Grantee to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Grantee as it could pursue in the event of the breach of the Agreement by the Grantee, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Grantee in providing any such gratuities to any such officer or employee.

The rights and remedies of the Commission provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The Grantee warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Grantee, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

22. **Indemnification:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, sub-grantees, 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 Grantee in the performance of this Agreement.
23. **Independent Contractor:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
24. **Information Security:** The Grantee shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
25. **Inspection and Enforcement:** From time to time, the Commission may inspect the facilities, systems, books and records of the Grantee to monitor compliance with the Grant. Grantee shall promptly remedy any violation of any provision of the Contract and shall certify the same to the Commission in writing. The fact that the State inspects, or fails to inspect, or has the right to inspect Grantee's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Agreement. The Commission's failure to detect or the Commission's detection of any unsatisfactory practices, but failure to notify Grantee or require Grantee's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Agreement.

26. **Key Personnel:** Grantee's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.

27. **Litigation:** The Commission, promptly after receiving notice thereof, shall notify the Grantee in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Grantee must provide indemnification under this Agreement.

The failure of the State to give such notice, information, authorization or assistance shall not relieve the Grantee of its indemnification obligations. The Grantee shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

28. **Loss Leader:** If this Agreement 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. (Pub. Contract Code §10344(e)).

29. **MHSOAC Logo:** The Commission hereby grants Grantee the use of the MHSOAC Logo for purposes of its performance of this Agreement. Grantee understands and agrees that it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the Grantee upon request.

30. **Nondisclosure:** Grantee shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.

31. **Non-Discrimination:** During the performance of this Agreement, Grantee and its subgrantees 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. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subgrantees 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

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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. Grantee 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 ascertaining compliance with this clause. Grantee and its sub-grantees 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.).

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

32. **Notice:** The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party's Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.

33. **Notice of Litigation:** Grantee shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.

34. **Permits and Licenses:** The Grantee shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Grantee shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the State in writing.

35. **Priority Hiring Considerations:** If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

36. **Public Hearings:** If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Grantee shall make

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available to testify the personnel assigned to this Contract at the hourly rates specified in the Grantee's proposed budget. State shall reimburse Grantee for travel of said personnel at the contract rates for such testimony as may be requested by State.

37. **Public Records Act:** This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 6250 *et seq.* Under a Public Records Act Request, Grantee may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
38. **Publications and Reports:** The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
 - a. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
39. **Recycling Certification:** The Grantee 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 Commission 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).
40. **Work Product Rights:** The Grantee hereby grants the Commission with Government Purpose Rights to the Work Product produced pursuant to this Agreement. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose. Such recipients

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of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Grantees, California local governments, the United States Government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

41. **Severability:** In the event 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.

42. **Small Business Participation and DVBE Participation Reporting Requirements:**

- a. If for this Agreement, Grantee made a commitment to achieve a small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).
- b. If for this Agreement, Grantee made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the 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).

43. **State Funds:** Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:

- a. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- b. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any activities specified in this Agreement that are intended to inform, educate, and support

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advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the MHSA.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Grantee as an individual or private citizen, as long as state funds are not used; nor does this provision limit Grantee from merely reporting the results of a poll or survey of its membership.

44. **Subcontracts:** Prior to entering any subcontract, Contractor shall obtain the Commission's prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out. The Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.
45. **Substitutions:** Grantee's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
46. **Survival:** The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.
47. **Termination For Cause:** The Commission may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee, pursuant to Exhibit B of this Agreement, upon demand.
48. **Termination Without Cause:** Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Grantee for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Grantee for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed. The Commission shall also be entitled to an accounting of the use of the funds and

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is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.

49. Timeliness: Time is of the essence in this Agreement.
50. 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.
51. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
52. Worker's Compensation: Grantee hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.
53. GenAI Technology Use & Reporting: During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.