



RESOLUTION No. 26-208

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH THE BEHAVIORAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION FOR THE BEHAVIORAL HEALTH STUDENT SERVICES ACT GRANT IN THE CATEGORY OF MARGINALIZED AND VULNERABLE YOUTH IN THE AMOUNT OF \$500,000, REVISE EXHIBIT "A" SCHEDULE OF SERVICES, AND REVISE EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE RENAMING OF THE COMMISSION, TO EXTEND THE CONTRACT TERMINATION DATE FROM DECEMBER 31, 2027, TO MARCH 31, 2028, AND TO UPDATE REPORTING DUE DATES TO ALIGN WITH THE TERM EXTENSION (RES. 24-619)

WHEREAS, On December 10, 2024, through Resolution 24-619, the Nevada County Board of Supervisors approved the execution of agreement No. 24MHSOAC032 and accepted funds from the Mental Health Services Oversight and Accountability Commission (MHSOAC), for the Mental Health Student Services Act (MHSSA) in the category of Marginalized and Vulnerable Youth in the maximum amount of \$500,000; and

WHEREAS, the MHSOAC MHSSA grant has previously been awarded to the Nevada County Behavioral Health Department; and

WHEREAS, an additional round of funding (Round 4) for the MHSSA program, specifically in the category of Marginalized and Vulnerable Youth, was made available to the Nevada County Behavioral Health Department; and

WHEREAS, the monies awarded for this Program were used to expand the MHSSA program to provide school behavioral services to Foster Youth; and

WHEREAS, Nevada County Behavioral Health has partnered with the Nevada County Superintendent of Schools to increase and provide behavioral services to Foster Youth within Nevada County Schools; and

WHEREAS, Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed to Behavioral Health Services Oversight and Accountability Commission (BHSOAC); and

WHEREAS, the parties desire to amend their Agreement to revise Exhibit "A" Schedule of Services and Exhibit "B" Schedule of Charges and Payments, to reflect the renaming of the Commission and to extend the contract termination date from December 31, 2027, to March 31, 2028.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to Agreement No. 24MHSOAC032 by and between the County of Nevada and the Behavioral Health Services Oversight and Accountability Commission, pertaining to the Behavioral Health Student Services Act grant funds in the amount of \$500,000, for the term of December 23, 2024, (approved December 10, 2024) through March 31, 2028, be and hereby is approved in substantially the form attached hereto, and the Director of Behavioral Health be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

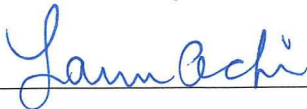
PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 2nd day of June 2026, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.
Recuse: None.

ATTEST:

LAURIANA CECCHI
Interim Clerk of the Board of Supervisors

By: _____



Lisa Swarthout, Chair

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGESAGREEMENT NUMBER
24MHSOAC032AMENDMENT NUMBER
A.1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Nevada County Behavioral Health

2. The term of this Agreement is:

START DATE

12/23/2024

THROUGH END DATE

3/31/2028

3. The maximum amount of this Agreement after this Amendment is:

\$500,000.00 (Five Hundred Thousand dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment 1 does the following:

- Amends Exhibit A and Exhibit B.
- Extends the contract end date from December 31, 2027 to March 31, 2028.

The following exhibits are hereby attached and made part of this Agreement:

- Exhibit A Scope of Work
- Exhibit B Fiscal Detail

The parties recognize that the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC), the Mental Health Services Act (MHSA) has been revised and renamed to the Behavioral Health Services Act (BHSA), and the Mental Health Student Services Act (MHSSA) has been renamed to Behavioral Health Student Services Act (BHSSA), all effective as of January 1, 2025. All references to MHSOAC, MHSA, and MHSSA used in this agreement shall be read to mean BHSOAC, BHSA, and BHSSA.

The parties also recognize that Marginalized and Vulnerable Youth has been renamed to At Promise Youth.

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike through.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Nevada County Behavioral Health

CONTRACTOR BUSINESS ADDRESS

950 Maidu Ave

CITY

Nevada City

STATE

CA

ZIP

95959

PRINTED NAME OF PERSON SIGNING

Cari Yardley

TITLE

Acting Director of Behavioral Health

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	24MHSOAC032	A.1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Brenda Grealish

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 5897 (f)

MHSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Mental Health Services Oversight & Accountability Commission (MHSAAC or Commission), a state agency headquartered in Sacramento, California; and the Nevada County Behavioral Health (Grantee or Nevada County) with headquarters in Nevada City, 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 (MHSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSA 004, Addendum 2.

There are four Categories of funding under MHSA 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 MHSA 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 MHSA 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 MHSA 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

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 Behavioral Health Services Oversight and Accountability Commission	Nevada County Behavioral Health
Name: Sarah Weber <u>Feuy Saechao</u>	Name: Charlie White
Address: 1812 9 th Street Sacramento, CA 95811	Address: 950 Maidu Ave Nevada City, CA 95959
Phone: 916-500-0577 <u>916-461-9142</u>	Phone: 530-265-1793
Fax: 916-623-4687	Fax:
Email: sarah.weber <u>feuy.saechao@mbhsoac.ca.gov</u>	Email: Charlie.white@nevadacountyca.gov

Direct all billing inquiries to:

Mental Behavioral Health Services Oversight and Accountability Commission	Nevada County Behavioral Health
Name: Chelsea Yuen	Name: Charlie White
Address: 1812 9 th Street Sacramento, CA 95811	Address: 950 Maidu Ave Nevada City, CA 95959
Phone: 916-500-0577	Phone: 530-265-1793
Fax: 916-623-4687	Fax:
Email: accounting@ <u>mbhsoac.ca.gov</u>	Email: Charlie.white@nevadacountyca.gov

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.

3. Final Report. Grantee shall report on major accomplishments and significant lessons learned from their Marginalized and Vulnerable Youth Program and Partnership using the Final 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.

~~Mental~~ **Behavioral** Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@~~m~~**b**hsoac.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	<u>March 31, 2025</u>
<i>Progress Report Q3</i>	\$50,000.00	March 31, 2025
<i>Progress Report Q4</i>	\$25,000.00	<u>June 30, 2025</u>
		June 30, 2025
		<u>September 30, 2025</u>
		September 30, 2025
		<u>December 31, 2025</u>
		December 31, 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	<u>March 31, 2026</u>
<i>Progress Report Q3</i>	\$50,000.00	March 31, 2026
<i>Progress Report Q4</i>	\$25,000.00	<u>June 30, 2026</u>
		June 30, 2026
		<u>September 30, 2026</u>
		September 30, 2026
		<u>December 31, 2026</u>
		December 31, 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	<u>March 31, 2027</u>
<i>Progress Report Q3</i>	\$50,000.00	March 31, 2027
<i>Final Report Q4</i>	\$25,000.00	<u>June 30, 2027</u>
		June 30, 2027
		<u>September 30, 2027</u>
		September 30, 2027
		<u>December 31, 2027</u>
		December 31, 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.