

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23MHSOAC037

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Nevada County Behavioral Health

2. The term of this Agreement is:

START DATE

Upon Signature

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$1,000,000.00 (Million Dollars and no cents)

4. 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	12
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	9

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 <https://www.dgs.ca.gov/OLS/Resources>***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

500 Crown Point Circle Ste 120, Grass Valley, CA 95945

CITY

Navada City

STATE

CA

ZIP

95959

PRINTED NAME OF PERSON SIGNING

Hardy Bullock

TITLE

Chair of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Norma Pate

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 5897 (f)

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Grant Agreement are the Mental Health Services Oversight & Accountability Commission (MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the Nevada County Behavioral Health Department (Nevada County or Grantee), a branch of county government headquartered in Grass Valley, California.

II. Purpose

The purpose of this Grant Agreement is to establish Grantee's role under a Substance Use Disorder Pilot program (SUD Pilot) funded by the Commission. The SUD Pilot will address the growing epidemic of Opioid/Fentanyl overdose in California by identifying and removing barriers and improving access to Medication Assisted Treatment (MAT) within a financially sustainable model. The SUD Pilot will be conducted in three counties representing small, medium and large populations under separate Grant Agreements.

The Commission has retained three Consultants in support of the participating counties, to provide Training and Technical Assistance (TTA) and to generate metrics that can track the expansion of MAT Prescribers, the number of programs certified as Incidental Medical Services (IMS) by the Department of Health Care Services (IMS Programs), and the increased number of claims submitted for MAT and related medical services. The SUD Pilot will be scalable so it can be implemented on a statewide basis in future years.

III. Objectives

The parties intend to achieve certain objectives by the end of the SUD Pilot, as outlined below:

A. Expand Medication Assisted Treatment (MAT). Expand the use of MAT for substance abuse disorder at traditionally non-medical settings such as Residential Treatment Programs, and increase the number of IMS Programs certified by the Department of Health Care Services (DHCS).

B. Increase MAT Prescribers. Increase the number of Medi-Cal practitioners (Prescribers) authorized to prescribe MAT in the Specialty Substance Use Disorder System of Care and address medical issues associated with detoxification, treatment or recovery services that are billable to Medi-Cal; and employ a cost-sharing model to sustain the increased number of Prescribers going forward.

C. Expansion. Expand the use of Prescribers at all levels of care including Residential Treatment Programs, Intensive Outpatient Treatment programs, and Opioid Treatment Programs. Consider new methods of service delivery such as a Telephone Prescriber Model. Support full-time salaries for Prescribers, moving toward sustainability of program operations through training in proper procedures for Medi-Cal billing under new state and federal guidelines.

E. Learning Collaborative. Develop and operate an SUD Pilot Learning Collaborative in order to identify barriers and solutions to integrating MAT and other medical services in the Specialty System of Care for substance use disorder treatment.

IV. Recitals

A. MHSA. The Mental Health Services Act (MHSA) was created in 2004 under Proposition 63 as codified under the Welfare and Institutions Code (WIC). The Commission was formed at WIC Section 5845.

B. Duties. The Commission is charged with thirteen (13) specific duties and is directed to employ all appropriate strategies necessary or convenient to fully and adequately perform said duties. (WIC Section 5845. See subsection (d)(4).)

C. Functions. The Commission is authorized to enter contracts, release grants and perform administrative functions as necessary to realize the purposes of Proposition 63, with its emphasis on the delivery of mental and behavioral health services at the community level. The Commission supports research projects and funds a variety of grant programs to this end.

D. Transformational Change. The Commission works through partnerships to catalyze transformational change across service systems, so that everyone who needs mental health care has access to and receives effective and culturally competent care. (*Commission Strategic Plan 2024 - 2027. Transformational Change Report January - June 2022.*)

E. Mission. The Commission works through partnerships to catalyze transformational change across service systems, so that everyone who needs mental health care has access to and receives effective and culturally competent care. (See Strategic Plan 2024-27.)

F. MHSA Budget & Expenditures. On an annual basis, the Legislature and Governor appropriate funds through the State Budget for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of mental and behavioral health programs supported with MHSA funds.

- G. This includes programs designed to integrate research with experiential knowledge, and partnerships to field-test and implement policy solutions.
- H. MHWA Funding. The Commission is authorized through the annual state budget to award up to twenty million dollars (\$20,000,000) per year in MHWA funds to improve California’s ability to respond to mental and behavioral health crises and provide early intervention services.
- I. Mental Health Wellness Act. The Commission is authorized to award grants and otherwise administer portions of the Mental Health Wellness Act of 2013 (Wellness Act). Among other objectives, this funding is designed to: “Expand access to prevention, early intervention, and treatment services to improve the client experience, achieve recovery and wellness, and reduce costs..... ” (WIC Section 5848.5 *et seq.*) The Wellness Act was amended in 2022 authorizing the Commission to award funds through sole source grants and contracts (SB 184. Stats. 2022, Ch. 47.)
- J. Sustainability. The Commission recognizes that the outcome of this SUD Pilot will only be sustainable if payment for MAT services and prescriptions is authorized and coordinated by and between the public and private insurance sectors.
- K. Three Grants. The Commission will award SUD Pilot grants to three counties representing small, medium and large populations at Nevada County, Marin County and Los Angeles County (Three Counties or Three Grantees).
- L. Three Consultant Agreements. The Commission will be contracting for consultant services with three entities under separate Agreements: Jett and Associates LLC as Project Coordinator; the University of California at Los Angeles (UCLA) Integrated Substance Abuse Program (ISAP) as Research Consultant; and the California Institute for Behavioral Health Solutions (Institute) as Training and Technical Assistance (TTA) Consultant (hereafter referred to collectively as the Three Consultants).
- M. Commission Authorization. A panel of experts was assembled at the Commission’s regular meeting on September 28, 2023 to consider how MHWA funds could be used to “...fill gaps in the SUD continuum of care, support the expansion of existing programs, and provide treatment to individuals who are often hard to reach.” The Commission made a final determination in this regard and approved the expenditure of funds under this Agreement at its regular meeting on January 25, 2024 (Agenda Item 10).

V. Contract Representatives

Direct all inquiries regarding this Agreement to the representatives listed below.

Direct all administrative inquiries to:

Mental Health Services Oversight and Accountability Commission	Nevada County
Name/Title: Michele Nottingham Health Program Specialist II	Name/Title: Kelly Miner-Gann , Program Manager
Phone: (916) 500-0577	Phone: (530) 470-2522
Fax: (916) 623-4687	Fax: N/A
Email: Michele.nottingham@mhsoc.ca.gov	Email: kelly.miner-gann@nevadacountyca.gov

Direct all billing inquiries to:

Mental Health Services Oversight and Accountability Commission	Nevada County
Section/Unit: Administrative Services	Section/Unit:
Attention: Joseph Vecchi, Contract Analyst	Attention: Priya Kannall, Program Manager
Address: 1812 9 th Street Sacramento, CA 95811	Address: 500 Crown Point Circle, Suite 120 Grass Valley, Ca 95945
Phone: (916) 500-0577	Phone: (530) 582-7826
Fax: (916) 623-4687	Fax: N/A
Email: Accounting@mhsoc.ca.gov	Email: Priya.kannall@nevadacountyca.gov

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

VI. General Requirements

- A. Collaboration. Grantee shall work collaboratively with Commission staff, other grantee counties, and the Statewide Coordinator while performing its duties and obligations under this Agreement.
- B. Title & Number. Deliverables shall include a title that specifies the subject matter heading and due date as used in this Agreement, and the name of the Grantee.
- C. Deliverables. Grantee shall give the Commission the opportunity to review and approve written Deliverables prior to submitting an invoice for payment to the Commission in accordance with Exhibit B.
- D. Reports. Upon request by the Commission, Grantee shall provide all written Reports in draft form, for review and approval, prior to submitting the finalized Report for purposes of invoicing. Grantee shall also provide periodic updates by email or telephone as may be needed or upon request by the Commission or the Project Coordinator (Jett & Associates) or the TTA Consultant.
- E. Quarterly Meetings. Grantee shall attend and participate and/or present when requested at the Commission's MHSSA Quarterly Collaboration Meetings.
- F. Right to Use. Grantee hereby assigns a right to use all resource data, literature and other material created under this Agreement, to the Commission.

VII. Deliverables

Grantee shall participate in the following activities in collaboration with the Commission and the Three Consultants:

A. Preliminary Activities

The activities outlined below will be organized or scheduled by the Project Coordinator or the Institute, and are designed to take place in the first half of Grant Year One.

1. Kick-Off Meetings. Grantee shall participate in Kick-Off meetings with the Project Coordinator. The purpose of these meetings will be to provide an overview of the SUD Pilot as a whole, answer procedural questions and establish lines of communication.
2. Project Plan. Grantee shall work with the Project Coordinator to identify "lead staff" and establish factors that can be used to document performance for its report to the Commission. These factors will include at least the following:

- a. Communication protocols
- b. Deliverable timelines
- c. Status of deliverables
- d. Barriers to performance

B. Ongoing Activities

The activities outlined below are designed to share best practices and lessons learned by and between the Three Grantees, and to provide the Institute with a platform for engaging in continued TTA. These activities are expected to occur primarily in Grant Year One, but also occur periodically throughout the term of this Agreement.

1. Grantee shall participate in the Listening Sessions to be scheduled by the Institute.
2. Grantee shall participate in the Key Informant Interviews to be conducted by the Institute. These Interviews may take place on the same date and venue as the Listening Sessions.
3. Grantee shall participate in the Learning Collaborative to be formed by the Institute.
4. Grantee shall engage in Coaching Calls as initiated by the Institute to check on progress and provide *ad hoc* TTA as needed.

In addition, Grantee shall provide access for the Project Coordinator to visit any or all sites where MAT and other substance use disorder services are being delivered in Nevada County, throughout the Grant Year. Project Coordinator shall measure effectiveness and identify issues. Acting in Collaboration with the Institute, Project Coordinator shall inform Grantee about any barriers to performance identified during these Site Visits in a timely manner, and support Grantee in resolving them.

C. Data Collection

Grantee shall report quantitative data using data metrics developed by UCLA, and shall also oversee data reporting by Residential Treatment Programs or other providers as may be identified by UCLA in its Evaluation Plan (Pilot Participants). The data metrics will be identified in the form of questions or data entry fields for direct upload to UCLA by the SUD Pilot Participants, using a form developed by UCLA. These metrics are expected to include at least the following:

1. Participant demographics
2. Number of MAT Prescribers
3. Number of clients starting MAT
4. How clients are accessing MAT
5. Number of sites that intend to bill Drug Medi-Cal for services
6. Number of Medi-Cal members

7. Incidental Medical Services (IMS) certifications
8. Number of Medi-Cal claims submitted by a Residential IMS Provider and providers of other levels of care (contingent on approval from DHCS for use of claims data)
9. Number of Medi-Cal claims approved for a Residential IMS Provider and providers of other levels of care (same contingency as above)
10. Increase in the dollar amount of Medi-Cal reimbursements received by each county grantee as a result of the SUD Pilot (same contingency as above)
11. Measures developed for a Tele-medicine Consultation, meaning a virtual medical assessment designed to increase the availability of MAT for a substance use disorder client
12. Other measures mutually agreed upon between UCLA and the Commission

Grantee shall notify the Institute immediately if there are barriers to reporting of any data metrics listed above, by any of the Pilot Participants.

D. Reporting

Grantee shall report to the Commission on its progress and outcomes as outlined below. These reports must be approved by the Commission as a condition of payment as shown in Exhibit B. In the event any aspect of reporting is unclear, the parties shall refer to Attachment A-1: Letter of Interest Request and Response.

1. Initial Report. Grantee shall submit an Initial Report to the Commission outlining a Project Plan consistent with the Purpose and Objectives of this Agreement including a timeline for Deliverables, as appropriate. The initial report is due within the first two months of this Agreement.
2. Progress Reports. Grantee shall provide written Progress Report to the Commission at the end of each quarter (three-month period) for Grant Year One through Grant Year Three. Each Progress Report shall include information on Grantee's performance of the deliverables identified above and should be formatted with subject matter headings consistent with said deliverables. The Commission reserves the right to ask for additional information as may be needed to clarify Grantee's progress.
3. Final Report. Grantee shall submit a Final Report to the Commission at least two months prior to termination of this Grant Agreement, subject to review and approval prior to final invoicing. This Final Report shall summarize the Progress Reports and include final outcomes.

Attachment A-1: Letter of Interest Request and Response

Exhibit A

Attachment A-1: Letter of Interest Request and Response

Request #1

Please indicate your level of interest in this project and confirm your ability to receive funds from the Commission to participate in the project.

Response #1:

Nevada County is experiencing a significant impact from opioid use disorder, and specifically from the prevalence of fentanyl in our local drug supply. As a result, the County has seen major increases in our overdose rates both fatal and non-fatal. Additionally, in the past few months we have seen specific clusters of overdoses centralized in our community of unhoused residents. Our local Public Health data shows that from 2019 to 2022, our overdose death rates doubled, from 18 to 36 (for a population of 100,000.) Daily overdoses with EMS response have doubled from 2 per week in 2020 to about 4 per week in recent months.

Nevada County is extremely interested in this opportunity to bring low barrier access to MAT services to our community. We plan to build off several existing resources in order to successfully implement this project quickly. We recently purchased a facility with BHCIP funding to renovate into a daytime resource center; Commons Resource Center (CRC) for people experiencing homelessness, and we will use this site for our proposed services. We have a functioning Enhanced Care Management team focused on unhoused people with mental health or substance use disorder (SUD), and that team will identify and link participants. Lastly, we have an existing contract with Let's Recover, a substance use provider which provides virtual prescribing services for MAT. Specifically, our project will link these critical assets into a program that will streamline access to care for our most vulnerable community members.

Nevada County has a long history of partnering with MHSOAC on creative and innovative projects and we are very excited about this opportunity to work together to devise new strategies for reaching underserved and at-risk populations. Nevada County is already a recipient of MHSOAC grant funds through the Early Psychosis intervention (EPI) program, the Mental Health Student Services Act (MHSSA) program, and Innovation Incubator projects. We are able to receive funds from the Commission and initiate this project quickly.

Request #2

Please discuss the populations you would intend to serve. The Commission may prioritize access to historically underserved communities.

Response #2

Nevada County intends to use these funds to serve households experiencing chronic homelessness and those at immediate risk of homelessness. The 2023 annual Point-In-Time (PIT) count surveyed 494 people experiencing homelessness with 43% reporting substance use disorder and mental illness as primary reasons for becoming and remaining homeless. 30% of the total number of homeless reported being chronically homeless. PIT data also shows a significant racial disparity within the homeless community with over 4% identifying as black or Hispanic despite accounting for only 1% of the total county population. These funds will help expedite access to MAT services to this underserved population and add staffing capacity to enhance equitable access by embedding MAT services within existing homeless outreach efforts.

As a small rural county, many obstacles make accessing treatment challenging for our residents and particularly those without housing or treatment. Public transportation is extremely limited which makes getting to treatment sites hard for those without vehicles. Furthermore, our local MAT providers mostly require appointments to access care, which can be challenging for people in crisis. Utilizing these funds, the county can expand availability of MAT services in a central location at the newly implemented Commons Resource Center, helping to relieve a bottleneck to MAT and other substance use services for these remote communities.

The Commons Resource Center, where the expanded, where the expanded MAT services are proposed to occur, already houses street outreach, peer support and Enhanced Care Management (ECM) staff at the center. The location is near the local homeless shelter and in the center of major service and amenities area. Almost immediately upon the center's opening in May 2023, staff experienced near daily contact with individuals who were overdosing, administering Narcan and working with EMT and fire to respond to health and safety issues posed by intravenous drug use on and near the site. Staff worked hard to connect people in these situations with SUD services and particularly MAT services, as many would return to the location if they survived the overdose. This funding would place MAT services directly in a location that sees one of the highest impacts from drug use, especially Fentanyl. Additionally, the proposed MAT program would support participants of the newly implement BHBH (Behavioral Health Bridge Housing) program, since many BHBH participants are regular users of center services. On average, about 150 individuals experiencing homelessness regularly utilize services at the Commons Resource Center, of which at least 50% have SUD and would benefit from the proposed services.

Request #3

This is a short-term incentive grant. Please discuss opportunities for matching funds and fiscal sustainability if you receive an award.

Response #3

Nevada County Behavioral health (NCBH) participates in the Drug Medi-Cal Organized Delivery System (DMC-ODS) waiver and expects to bill Medi-Cal for the proposed MAT services, increasing the amount of Medi-Cal billing steadily over the three years of the grant period. Specifically, NCBH expects productivity of the proposed MAT Counselor at 10% for year one of the grant, 20% for year two, and 30% for year three. Based on the target population, we anticipate that many participants will need assistance in applying for Medi-Cal. Additionally, many activities such as relationship building and other crucial pre-engagement work will not be Medi-Cal billable activities.

Some costs such as furnishing the CRC where MAT services will be offered are one-time costs that will not require fiscal sustainability once the grant ends. In addition to Medi-Cal match, NCBH plans to provide in-kind services of 0.05 FTE SUD Program Manager (Kelly Miner-Gann) and 0.025 FTE Administrative Analyst to administer the grant, oversee contracted services, and ensure program success.

Request #4

Briefly discuss the feasibility of partnering with medical prescribers.

Response #4

NCBH plans to partner with Let's Recover, a medical group and MAT prescriber which provides effective, accessible, and innovative virtual outpatient, intensive outpatient, care coordination, and recovery services in individuals affected by SUD. Let's Recover is an existing contracted provider and has partnered with NCBH since 2022. Their evidenced-based treatment programs are specifically designed to reach individuals and families who live both locally and in rural parts of the county, by providing Telehealth options for treatment. Let's Recover specifically provides access to medical prescribers through their Telehealth platform, thus ensuring the availability of MAT services.

Specifically, for this project, an in-person SUD counselor contracted through Let's Recover would be stationed at the Commons Resource Center. The SUD counselor would work closely with the Let's Recover virtual medical prescriber to provide access to MAT services, including providing the necessary technology for virtual appointments such as a laptop. Let's Recover has existing virtual prescribers that would be available for this propose project, so access would be immediate and will not hinge on recruitment challenges common with medical prescribers.

After the appointment, the SUD counselor and/or other case management staff at the Center would assist the client with transportation to a pharmacy to pick up medication and would also work on linkages to follow-up care and other needs the person may have. This rapid response to a requested need would also contribute to building trust with clients and greatly increase their likelihood of being open to other forms of assistance and care. Due to our already existing collaboration with Let's Recover, and our shared dedication to inclusive treatment for those with SUD, we are confident we are situated to provide expanded access to MAT through the MHSOAC Substance Use Disorder Pilot Program.

Request #5

Please describe the impact or benefit you anticipate resulting from participation in this pilot program.

Response #5

This pilot initiative will have an immensely positive impact on our most vulnerable residents in Nevada County who are in search of MAT services. Implementing MAT services at the Commons Resource Center will enhance treatment capacity in a low barrier and accessible location for those experiencing homelessness, establish a more seamless continuum of care, and decrease wait time - crucial factors in addressing substance use issues proactively. NCBH plans to specifically measure the number of individuals who engage with the new embedded SUD counselor and start MAT through immediate access to a virtual prescriber. As previously mentioned, staff have intervened in a large volume of overdoses at the Common Resource Center, and increasing access to MAT at this location will significantly reduce overdoses by creating both low barrier access to treatment and education and case management including Narcan distribution. The proposed MAT pilot at the Commons Resource Center is critical to addressing the opioid overdose crisis we are experiencing in Nevada County, especially with this vulnerable target population.

Specifically, the proposed program design will entail the following:

- **1.0 FTE AOD Counselor:** Located at the Commons Resource Center, this counselor will engage with participants with SUD, educate about MAT services, perform case management, group services, and psychosocial rehab skill development, and manage and administer MAT alongside the virtual prescriber. This would also include transportation as needed to obtain MAT prescriptions and other services.
- **0.2 FTE Virtual Prescriber:** monitor and prescribe MAT
- **Commons Resource Center Staffing:** supporting staffing at Commons Resource Center including Certified Alcohol and Drug Counselor, case managers, nurse, program manager, and center monitors.

- **Operating Costs:** facility maintenance, utilities, procurement of furnishings, and computer/technical equipment
- **Client Supports:** flexible funds to meet client care plans and improve client engagement, including bus passes, hotel/motel vouchers, gas vouchers, clothing, etc.

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 Nevada County in accordance with Section 4 of this Exhibit B.
- b) Invoices shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Mental Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811

Accounting@mhsaac.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 Contractor or to furnish any other considerations under this Agreement and Contractor 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 Contractor 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.

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.

4. Budget Detail

The total amount of this Agreement shall not exceed One-Million dollars (\$1,000,000.00).

Deliverable	Allocated Amount	Date
1st Year		
Q-1	\$150,000.00	September 30, 2024
Q-2	\$70,000.00	December 31, 2024
Q-3	\$70,000.00	March 31, 2025
Q-4	\$50,000.00	June 30, 2025
2nd Year		
Q-1	\$150,000.00	September 30, 2025
Q-2	\$70,000.00	December 31, 2025
Q-3	\$60,000.00	March 31, 2026
Q-4	\$50,000.00	June 30, 2026
3rd Year		
Q-1	\$150,000.00	September 30, 2026
Q-2	\$70,000.00	December 31, 2026
Q-3	\$60,000.00	March 31, 2027
Q-4	\$50,000.00	April 30, 2027
Total	\$1,000,000.00	

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

Contractor may submit deliverables prior to due dates. In order to postpone a due date, Contractor must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withhold of one or more payments, although in that case the Commission shall provide Contractor with advance written notice and an opportunity to cure the defect.

Upon termination, Contractor shall provide the Commission with an accounting of 1) unearned funds, and 2) unencumbered funds. Funds that are unearned and unencumbered shall be returned to the Commission within thirty (30) days of termination.

EXHIBIT C

General Terms and Conditions

1. Amendment: 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 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 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.

- 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. Contractor may not commence performance until such approval has been obtained by the Commission.
4. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit: Contractor agrees that the Commission, 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).
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 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.
8. 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.
9. Change of Control: In the event Contractor 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 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.
11. Confidentiality: Contractor 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 Section 30 of this Exhibit C of the Agreement.
12. 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, Contractor 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 contract, Contractor 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 Contractor warrants and represents that Contractor 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 Contractor 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 Contractor 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 Contractor.

13. Contractor-Commission Collaboration: At the request of the Commission, Contractor shall permit Commission Staff to work closely with Contractor's Staff, and Commission Staff shall be given access to Contractor's data, working papers and other written materials as needed for this purpose.
14. 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.
15. Dispute Resolution:
- a. Contractor 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 Contractor 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 Contractor'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 rendered by the arbitration may be entered in any court having jurisdiction thereof.
 - d. While the informal dispute or arbitration process is pending, Contractor shall proceed diligently with its performance under the Agreement.
16. 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 an ink signature. This Agreement may be executed by electronic signature. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures. The term "electronic signature" means one that is applied using a mutually approved technology, ideally with imbedded authentication and password protection, such as DocuSign™ or Adobe Acrobat™. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

17. 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.
18. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
19. 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.
20. 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.
21. Key Personnel: Contractor's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.
22. 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)).
23. MHSOAC Logo: The Commission hereby grants Contractor the use of the MHSOAC Logo for purposes of its performance of this Agreement. Contractor 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 Contractor upon request.
24. Non-Discrimination: 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 ascertaining 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.

25. 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.
26. Notice of Litigation: Contractor shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
27. Presentation and Final Report: Upon request by the Commission, Contractor shall present any findings, conclusions or recommendations that result from its performance under this Agreement to the Commission, and unless otherwise required under this Agreement, Contractor shall submit a final report for the Commission's approval.
28. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the Contractor 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.
29. Progress Reports: Unless otherwise specified in Exhibit A, Contractor shall provide monthly written progress reports to the Commission. These Monthly Reports shall include the status of all Contract Deliverables and compliance with their deadlines and shall include clear communication to the Commission of any failures or inability of Contractor to meet its duties or obligations under this Agreement, and provide any proposed remedies or solutions.

30. 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, Contractor 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.
31. 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.
32. 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 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).
33. Work Product Rights: The Contractor 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 of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Contractors, 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.
34. 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.
35. Small Business Participation and DVBE Participation Reporting Requirements:

- a. If for this Agreement, Contractor made a commitment to achieve a small business participation, then Contractor 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, Contractor made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Contractor 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 Contractor 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 Contractor; (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).
36. Subcontracts: Prior to entering into any subcontract, Contractor shall obtain the Commission's prior approval. Contractor shall notify the Commission upon the termination of any subcontract. 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.
37. 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, Presentation and Final Report, and Publication and Reports.
38. Termination For Cause: The Commission 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 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 Contractor under this Agreement and the balance, if any, shall be paid to the Contractor, pursuant to Exhibit B of this Agreement, upon demand.
39. 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 Contractor for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Contractor 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 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.

40. Timeliness: Time is of the essence in this Agreement.

41. 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.

42. 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.