



## LASSEN COUNTY Health and Social Services Department

- HSS Administration**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8128
  
- Public Guardian/Administrator**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8337
  
- Housing & Grants**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8309
  
- Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251 - 8108
  
- Public Health**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8183
  
- Community Social Services**  
1400 Chestnut Street, Ste A  
Susanville, CA 96130
  
- LassenWORKS**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8152
  
- Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8277
  
- Adult Services**  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251 - 8158
  
- Family Solutions/Wraparound**  
1400 Chestnut Street, Ste C  
Susanville, California 96130  
(530) 251 - 8340

**Mailing Address:**  
PO Box 1180  
Susanville, California 96130

**Date:** April 21, 2026

**To:** Gary Bridges, Chairman  
Lassen County Board of Supervisors

**From:** Tiffany Armstrong, Director  
Lassen County Behavioral Health

**Subject:** Amendment to the Agreement #21MHSOAC052 A.3 between Lassen County and the Behavioral Health Services Oversight and Accountability Commission, amending Exhibit A and Exhibit B, replacing Exhibit C in its entirety, adding funds, and extending the contract end date from December 31, 2026, to June 30, 2028.

### Background:

On March 8, 2022, the Lassen County Board of Supervisors approved this grant agreement between the Mental Health Services Oversight and Accountability Commission (MHSOAC) and Lassen County Health and Social Services (HSS) to enhance our county partnership with school-based programs. MHSOAC is expanding access to services to include treatment for individuals with substance use disorders (SUD).

This grant supports the goals of the Behavioral Health Services Act (BHSA) by funding grantees to expand, enhance, and/or extend existing SUD supports. The aim is to increase access to, and awareness of, both school-based and community-based SUD supports, including resource linkage and navigation within the county's behavioral health continuum of care. The expansion includes:

**Expansion/Enhancement of Existing SUD Supports:** Grantee shall expand, enhance, and/or extend existing SUD supports in local education agency (LEA) schools.

**Outreach & Awareness Campaign:** Grantee shall design and implement an outreach and awareness-raising campaign to increase awareness of school-based and community-based SUD supports and resources across the county's behavioral health continuum of care.

**Awareness Survey:** Grantee shall administer to a target group or groups, the Commission's Baseline SUD Awareness Survey intended to capture the target group's knowledge of both school-based and broader continuum of care SUD supports, where to access those supports, likelihood of using SUD supports when needed, and likelihood of referring others to SUD supports.

All added language is shown in bold and underlined. All language that has been deleted is shown in strike-through. All other terms and conditions set forth shall remain the same.

**Fiscal Impact:**

This is a Revenue Agreement for Behavioral Health Fund/Budget No. 110/0751.

**Action Requested:**

1) Approve the Amendment to the Agreement #21MH5OAC052 A.3 with Behavioral Health Services Oversight and Accountability Commission, and 2) Authorize the County Administrative Officer to execute the Amendment.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER <b>21MHSOAC052</b>	AMENDMENT NUMBER <b>03</b>	Purchasing Authority Number
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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

Lassen County Health and Social Services - Lassen County Behavioral Health

2. The term of this Agreement is:

START DATE

03/23/2022

THROUGH END DATE

6/30/2028

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

\$2,724,040.00 (Two million seven hundred twenty four thousand forty dollars and no 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 3:

- Amends Exhibit A and Exhibit B
- Replaces Exhibit C in its entirety
- Extends the contract end date from December 31, 2026 to June 30, 2028
- Adds funds

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

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

- Exhibit A Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C General Terms and Conditions

*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.)

Lassen County Health and Social Services - Lassen County Behavioral Health

CONTRACTOR BUSINESS ADDRESS

PO Box 1180

CITY

Susanville

STATE

CA

ZIP

96130

PRINTED NAME OF PERSON SIGNING

Maurice Anderson

TITLE

County Administrator

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
	21MHSOAC052	03	

**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)

**EXHIBIT A:**

**SCOPE OF WORK**

**Recitals**

1. **Authority.** This grant is awarded pursuant to the Commission's authority under the **Mental Behavioral** Health Student Services Act (**MBHSSA**)
2. **Funding.** This grant is funded under the **Mental Behavioral** Health Services Act (**MBHSA**). This grant was awarded through a competitive bid process.
3. **Program Parameters.** This Program is designed to follow **MBHSSA** requirements at WIC Section 5886 *et seq.* and the requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. **Partnership.** Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

**Objectives**

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to **mental behavioral** health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

**Compliance**

1. **Request for Application.** The full Scope of Work is contained in RFA\_MHSSA\_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA\_MHSSA\_002 (Grantee Application). The RFAs and Grantee Applications are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. **State and Federal.** Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. **Record Retention.** Records must be retained for at least five (5) years after the date on which the funding source expires. At the time of Agreement execution, the date of funds expiration was June 30, 2028, but the parties understand that this is subject to change.

**Funding (RFA, Section V.E)**

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with the requirements in the RFA and the MBHSSA as approved by the Commission.
2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
  - a) Program Development: Funds are available to be invoiced once the contract is executed
  - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
  - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
  - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

**Expenditure Reporting (RFA, Section VII.A.)**

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis.

**Data Reporting (RFA, Section VII.A.)**

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. data shall be reported in a form and manner to be provided by the Commission, including specifications and deadlines. Data elements shall include at least the following
  1. ~~Number of students on the Free and Reduced Meal Program~~
  2. ~~Grade/Number in each grade~~
  3. ~~Age/Number in each age group~~
  4. ~~Primary Language/number in each primary language~~
  5. ~~Ethnicity/number in each ethnicity~~
  6. ~~Number of students suspended/expelled~~
  7. ~~Number of students who dropped out~~
  8. ~~Number of students with IEP/504~~
  9. ~~Number of students in foster care~~
  10. ~~Number of students that have been in juvenile hall~~
  - b) ~~Number of students screened and referred to services~~
    1. ~~Number of students on the Free and Reduced Meal Program~~
    2. ~~Grade/Number in each grade~~
    3. ~~Age/Number in each age group~~
    4. ~~Primary Language/number in each primary language~~
    5. ~~Ethnicity/number in each ethnicity~~
    6. ~~Number of students suspended/expelled~~

- ~~7. Number of students who dropped out~~
- ~~8. Number of students with IEP/504~~
- ~~9. Number of students in foster care~~
- ~~10. Number of students that have been in juvenile hall~~
- ~~e) Number of trainings provided to teachers, administrators, and parents~~
- ~~d) Number of school mental health partnership coordination activities with other interested parties~~

**Performance Reporting (RFA, Section VII.A.)**

1. **Monthly.** Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.
2. **Quarterly.** Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, or as requested.
  - a. Staff Hired and count
  - b. Contractors hired and count
  - c. Goods purchased
  - d. Capital purchases
  - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
3. **Annual.** Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
4. **Program Development Reporting.** Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
  - a. Project Plan
  - b. Implementation Plan
  - c. Communication Plan
  - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

5. **Substance Use Disorder (SUD) Program Expansion/Enhancement Reporting.**  
**Refer to 4 and 5 under “Substance Use Disorder (SUD) Program Expansion.”**

**Substance Use Disorder (SUD) Program Expansion**

**The Behavioral Health Services Act (BHSA), passed in March of 2024 and fully operative July 1, 2026, modernizes the Mental Health Services Act (MHSa) by,**

**among other things, expanding access to services to include treatment for individuals with substance use disorders (SUD). This grant supports the goals of the BHSA by funding grantees to expand, enhance, and/or extend existing SUD supports. The aim is to increase access to, and awareness of, both school-based and community-based SUD supports, including resource linkage and navigation within the county’s behavioral health continuum of care.**

- 1. Expansion/Enhancement of Existing SUD Supports: Grantee shall expand, enhance, and/or extend existing SUD supports<sup>1</sup> in local education agency (LEA) schools.**
  
- 2. Outreach & Awareness Campaign: Grantee shall design and implement an outreach and awareness raising campaign to increase awareness of school-based and community-based SUD supports and resources across the county’s behavioral health continuum of care.**
  
- 3. Awareness Survey: Grantee shall administer to a target group or groups<sup>2</sup>, the Commission’s Baseline SUD Awareness Survey intended to capture the target group’s knowledge of both school-based and broader continuum of care SUD supports, where to access those supports, likelihood of using SUD supports when needed, and likelihood of referring others to SUD supports.**
  - a) Grantee shall administer a post SUD Awareness Survey, at least once per year, to all individuals administered the Baseline Awareness Survey.**
  - b) Grantee shall provide to the Commission SUD Awareness survey results, including:**
    - 1. De-identified, baseline data survey results submitted annually using the Baseline SUD Awareness Survey reporting template provided by the Commission.**
    - 2. De-identified, aggregate survey results for all individuals who participated in the Baseline SUD Awareness Survey submitted annually using the Annual SUD Awareness Survey reporting template provided by the Commission.**
  
- 4. Workplan & Budget: Grantee shall submit a Workplan and Budget within 60 calendar days of the execution date of this amendment to the agreement. Templates will be provided by the Commission.**
  - a) The Workplan shall include the following:**

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<sup>1</sup> **For the purpose of this grant, “SUD supports” may include but not be limited to: 1) expanding, enhancing, or extending SUD supports provided by the grantee; 2) increasing access to, and awareness of, school-based and broader SUD supports, including resource linkage and navigation to SUD services within the county’s behavioral health continuum of care; 3) training and education; 4) prevention-based curricula; 5) referrals and resource connections; and 6) screening and interventions.**

<sup>2</sup> **The target group or groups shall include, as appropriate, students, family members, caregivers, and/or school faculty/staff who will engage with SUD supports described in this third amendment to the Agreement, as outlined in the Grantee’s workplan to be approved by the Commission.**

1. Goals, activities, and metrics of success for expansion, enhancement, and/or extension of SUD supports in LEA schools.
  2. A plan to carry out an outreach and awareness campaign that informs target group(s), including students, families, caregivers, and/or faculty, of school-based and broader continuum of care SUD supports.
  3. A plan to administer the Commission’s Baseline and Post SUD Awareness Survey to defined target group(s) receiving SUD supports. This plan must include a description of the identified target group(s).
  - b) The Budget shall include costs associated with the implementation of activities outlined in the Grantee’s Workplan, including agreements with contractors, subcontractors or other community-based SUD partners to support activities outlined in the Workplan.
5. Quarterly SUD Report: Grantee shall submit the Quarterly SUD report within 14 days after the end of each reporting period using the Quarterly SUD Report template provided by the Commission, detailing:
- a) Progress made toward the defined goals, activities, plans, and metrics of success outlined in the Workplan.
  - b) Type and number of SUD supports provided during the given reporting period.
  - c) Demographic overview of individuals receiving those supports.
  - d) Any other information requested by the Commission in advance of the submission deadlines and included on the SUD Report template, if available and/or obtainable by the Grantee.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) Grantee shall submit each Grant Award Claim Form to the MBHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mbhsoac.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 Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress 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) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

**3. Budget Detail**

The total amount of this Agreement shall not exceed ~~\$ 2,274,040.00 (Two million two hundred seventy four thousand forty dollars and no cents.)~~ **\$2,724,040.00 (Two million seven hundred twenty four thousand forty dollars and no cents.)** Payment shall be made in accordance with the payment schedule below.

**4. Payment Schedule**

Grantee was approved for a grant cycle that ~~covers up to four years and four months with funds allocated annually~~ **all grant years within the contract period.** Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year, **unless Grantee, with prior written approval from the Commission, moves unspent funds forward to one or more subsequent grant years.** See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

<b>Funds Distribution</b>	<b>Grant Funding</b>
Program Development	\$ 54,500.00
Program Operations	
Year 1	\$ 517,971.00
Year 2	\$ 545,270.00
Year 3	\$ 566,974.00
Year 4	\$ 589,325.00
<b>Year 4+ (to include SUD)</b>	<b>\$450,000.00</b>
<b>Grant Total</b>	<b><del>\$ 2,274,040.00</del> \$ 2,724,040.00</b>

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

**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.
  
  - 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 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
  - 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. Grant-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 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.

- 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, BHSOAC, 1812 9<sup>th</sup> Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by certified mail with proof of receipt (see provisions for Notice above).
  - b. Within ten (10) calendar 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 in the Superior Court of California, County of Sacramento, or in the United States District Court for the Eastern District of California, as appropriate based on jurisdiction. The parties hereby consent to the exclusive jurisdiction and venue of such courts for resolution of any disputes under this 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

**BEHAVIORAL HEALTH STUDENT SERVICES ACT (BHSSA) GRANT**

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 Grantee.** 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 it's 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 Grant 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 Grantee 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. Commission Logo. The Commission may, in its sole discretion, grant Grantee a limited, non-exclusive, non-transferable, revocable license to use the Commission's logo bearing the name "Commission for Behavioral Health (CBH)" solely in connection with Grantee's performance of its obligations under this Agreement. All uses of the logo by the Grantee must receive prior written approval from the Commission Executive Director. Grantee understands and agrees that it must adhere to the CBH Branding Guidelines posted on the Commission's website, as a condition of usage. The Commission may revoke the license granted herein at any time, with or without cause, upon written notice to Grantee.
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 sub-grantees 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 sub-grantees 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. 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 Grantee 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 available to testify the personnel assigned to this Agreement 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 7920.000 *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 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. Grantee, 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 advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the BHSA.

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, Grantee shall obtain the Commission's prior approval. Grantee 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 Grantee 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 Capacity, 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,

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 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 aCt any time the Commission may request the same.
53. Generative AI Disclosure Obligations.
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
    - i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64 and any updates thereto)
  - b. Grantee shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including

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GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Grantee shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System; risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Grantee will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.