

**Attachment B-**  
**BHSOAC Category 4**  
**FY 24-28 First Amendment**  
**(No. 24MHSOAC057.A1)**

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
24MHSOAC057	01	

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  
County of Santa Barbara Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE  
3/28/2025

THROUGH END DATE  
3/31/2028

3. The maximum amount of this Agreement after this Amendment is:  
\$300,000.00 (Three Hundred Thousand dollars and zero cents)

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

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

- The following exhibits are hereby attached and made part of this Agreement:
- Exhibit A Scope of Work
  - Exhibit B Fiscal Detail

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

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
County of Santa Barbara Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
401 E Ocean Ave	Lompoc	CA	93436

PRINTED NAME OF PERSON SIGNING	TITLE
Antonette Navarro	Director

CONTRACTOR AUTHORIZED SIGNATURE <small>DocuSigned by:</small> 	DATE SIGNED
2095C5A16FE1474...	12/4/2025

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER 24MHSOAC057	AMENDMENT NUMBER 01	Purchasing Authority Number
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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 Norma Pate	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) WIC 5897 (f)		

## **MHSSA GRANT AGREEMENT**

### **EXHIBIT A**

#### **SCOPE OF WORK**

##### **I. Parties**

The parties to this Agreement are the Behavioral Health Services Oversight & Accountability Commission formerly the Mental Health Services Oversight & Accountability Commission (BHSOAC, MHISOAC or Commission), a state agency headquartered in Sacramento, California; and the County of Santa Barbara Department of Behavioral Wellness (Grantee or Santa Barbara County) with headquarters in Lompoc, California. For the purpose of this agreement all references to the Mental Health Services Oversight and Accountability Commission shall be understood to refer to the Behavioral Health Services Oversight and Accountability Commission for the period after January 1, 2025.

##### **II. Summary/Purpose**

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

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

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to eleven (11) Applicants under Category 4. A total of fifty-one (51) grants were awarded.

The Commission recognizes that the needs of MHSSA grantees, students and families differ from one county to another based on variables between Partnerships such as the number of school districts and the size/demographics of their student populations. In addition, grantees have learned lessons about the efficient use of MHSSA funds as adapted to these variables. The overall Purpose of this Agreement is to support the unique needs of individual MHSSA grantees, as self-identified during the competitive bid process.

### III. Recitals

- A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)
- B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.
- C. Mental Health Student Services Act. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)
- D. MHSSA Partnerships. MHSSA grants shall only be awarded to a countywide “partnership” among and between a county’s mental or behavioral health department, office of education, and school districts or charter schools. A “lead agency” may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1)&(2).)
- E. Procurement. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.
- F. Incorporation by Reference. The RFA and Grantee’s Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.

- G. Prior MHSSA Funding. The Commission previously funded three rounds of MHSSA grants at a total of \$255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission’s ongoing MHSSA Learning Collaborative.
- H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHSOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education(23MHSOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See attachments A-1 through A-4.
- I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission.
- J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants, and Tehama County.
- K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.
- L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. Asset Responsibility. Assets, vehicles, equipment and other operational material purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the Grantee physically and financially.

#### **IV. Contact Information**

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during

BHSAAC – County of Santa Barbara Department of Behavioral Wellness  
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**MHSSA Round 4**  
**Category 4: Other Priorities**

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normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

<b>Behavioral Health Services Oversight and Accountability Commission</b>	<b>County of Santa Barbara Department of Behavioral Wellness</b>
Name: Nai Saechao	Name: Christina Lombard
Address: 1812 9 <sup>th</sup> Street Sacramento, CA 95811	Address: 401 E Ocean Ave, Lompoc, CA 93436
Phone: 916-500-0577	Phone: 805-964-4710
Fax: 916-623-4687	Fax:
Email: nai.saehao@bhsoac.ca.gov	Email: clombard@sbcbswell.org

Direct all billing inquiries to:

<b>Behavioral Health Services Oversight and Accountability Commission</b>	<b>County of Santa Barbara Department of Behavioral Wellness</b>
Name: Chelsea Yuen	Name: Tor Hargens
Address: 1812 9 <sup>th</sup> Street Sacramento, CA 95811	Address: 401 E Ocean Ave, Lompoc, CA 93436
Phone: 916-500-0577	Phone: 805-681-4781
Fax: 916-623-4687	Fax:
Email: accounting@bhsoac.ca.gov	Email: thargens@sbcbswell.org

## **V. General Requirements**

The following provisions govern all deliverables:

- A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Team and all other MHSSA Grantees.
- B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.

- C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C. MHSOAC Logo.)
- D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission on a quarterly basis, or upon request. Said meetings may be in-person, by phone or over a web-based platform.

## VI. Deliverables

A. Other Priority Program. Grantee shall develop and implement a program to support the delivery of new or expanded priority services funded by MHSSA for the school districts in its Partnership (*Other Priority Program* or Program). This Program is identified and described in Grantee's Application at Category 4: Other Priorities, Attachment 4-3 -- Proposed Program as incorporated into this Agreement. Details of this Program process shall be submitted to the Commission in the Progress Reports, and a summary will be included in the Final Report at the end of Grant Year Three.

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

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

1. Progress Reports. Grantee shall report on the development and implementation of their Priority Program relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. The report will include but not be limited to:
  - a. List of major Program goals/objectives that are clearly defined, specific, and measurable
  - b. Status on which goals/objectives have been accomplished
  - c. Barriers and challenges to development and/or implementation of the Program and action plans to resolve them
  - d. Report on status of hiring staff/contractors, as well as retention of those staff

BHSOAC – County of Santa Barbara Department of Behavioral Wellness  
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**MHSSA Round 4**  
**Category 4: Other Priorities**

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

**3. Final Report. Grantee shall report on major accomplishments and significant lessons learned from their Other Priorities Program and Partnership using the Final Report Template which will be provided by the Commission.**

Attachment A-1: Sustainability TA  
Attachment A-2: Data Collection TA  
Attachment A-3: Partnership Development TA  
Attachment A-4: Program Implementation TA

### **Attachment A-1: Sustainability TA**

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

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

## **Attachment A-2: Data Collection TA**

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

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

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**Category 4: Other Priorities**

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9. Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.
10. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

### **Attachment A-3: Partnership Development TA**

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

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

### **Attachment A-4: Program Implementation TA**

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

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

**EXHIBIT B**

**FISCAL DETAIL**

**1. Invoicing and Payment**

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

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

**2. Budget Contingency Clause**

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an amendment to Grantee to reflect the reduced amount.
- c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.
- d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

**3. Prompt Payment Clause**

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

**4. Budget Detail**

The total amount of this Grant Agreement shall not exceed Three Hundred Thousand dollars [\$300,000.00].

Deliverable	Allocated Amount*	Due Date
<u>Grant Year 1*</u>		
Progress Report Q1	\$25,000.00	<del>December 31, 2024</del> <u>June 30, 2025</u>
Progress Report Q2	\$25,000.00	<del>March 31, 2025</del> <u>September 30, 2025</u>
Progress Report Q3	\$25,000.00	<del>June 30, 2025</del> <u>December 31, 2025</u>
Progress Report Q4	\$25,000.00	<del>September 30, 2025</del> <u>March 31, 2026</u>
Subtotal	\$100,000.00	
<u>Grant Year 2*</u>		
Progress Report Q1	\$25,000.00	<del>December 31, 2025</del> <u>June 30, 2026</u>
Progress Report Q2	\$25,000.00	<del>March 31, 2026</del> <u>September 30, 2026</u>
Progress Report Q3	\$25,000.00	<del>June 30, 2026</del> <u>December 31, 2026</u>
Progress Report Q4	\$25,000.00	<del>September 30, 2026</del> <u>March 31, 2027</u>
Subtotal	\$100,000.00	
<u>Grant Year 3*</u>		
Progress Report Q1	\$25,000.00	<del>December 31, 2026</del> <u>June 30, 2027</u>
Progress Report Q2	\$25,000.00	<del>March 31, 2027</del> <u>September 30, 2027</u>
Progress Report Q3	\$25,000.00	<del>June 30, 2027</del> <u>December 31, 2027</u>
Final Report Q4	\$25,000.00	<del>September 30, 2027</del> <u>March 31, 2028</u>
Subtotal	\$100,000.00	
Total	\$300,000.00	

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

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

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

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

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