

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19MHSOAC089

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

County of Santa Barbara Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

Upon execution

THROUGH END DATE

February 28, 2025

3. The maximum amount of this Agreement is:

\$2,000,000.00 Two million dollars and zero 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.

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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.)

County of Santa Barbara Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

315 Camino Del Remedio

CITY

Santa Barbara

STATE

CA

ZIP

93110

PRINTED NAME OF PERSON SIGNING

Alice Gleghorn, PhD

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19MHSOAC089

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1325 J Street, Suite 1700

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Toby Ewing

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

A. GENERAL

County of Santa Barbara Department of Behavioral Wellness hereafter referred to as Grantee, enters into this agreement with the MHSOAC to establish an early psychosis and mood disorder intervention program using the Coordinated Specialty Care (CSC) model. The Grantee will establish a program which offers early psychosis and mood disorder detection and intervention services to individuals with a team treatment approach and provide all component of the CSC model as outlined in the RFA EPI Plus_001. The target group for this effort is youth and young adults between the age of 15 and 25.

In collaboration with other EPI Plus grantees, learning collaborative members, and the Training and Technical Assistance (TTA) contractor, the Grantee will build out the components of a CSC clinic toward full fidelity.

The Grantee agrees to the following program goals:

- Improve the lives of Californians with mental health needs before those needs escalate and become severe or disabling.
- Support a more coordinated effort to decrease the duration of untreated psychosis and mood disorder.
- Expand service capacity for early psychosis and mood disorder detection and intervention services in California.
- Conduct broad community-based outreach to individuals at clinical high risk (CHR) for psychosis with rapid referral to reduce duration of untreated psychosis
- Develop and maintain a team-based Coordinated Specialty Care (CSC) program with the following components:
 - Case management
 - Recovery-oriented psychotherapy and relapse prevention
 - Family psychoeducation and psychotherapy
 - Educational and vocational support
 - Pharmacotherapy and primary care coordination
- Expand the number of stand-alone Early Psychosis (EP) programs or alternative programs supported by a stand-alone program.

The scope of work for this contract is contained in the application submitted by Grantee in response to RFA EPI Plus_001 and is incorporated by reference and made part of this contract as if attached hereto.

The services shall be performed at the Grantee’s office at 315 Camino Del Remedio, Santa Barbara, CA 93110; the MHSOAC Office at 1325 J Street, Suite 1700, Sacramento, California; and other locations throughout California necessary to complete the contracted services.

B. CONTACTS

State Agency: MHSOAC	Contractor: County of Santa Barbara Department of Behavioral Wellness
Name: Tom Orrock	Name: Carla Cross
Phone: 916-445-8715	Phone: (805) 681-5367 (Office) (805) 865-0027 (Mobile)
E-Mail: Tom.Orrock@MHSOAC.ca.gov	E-Mail: Ccross@co.santa- barbara.ca.us

Direct all administrative inquiries to:

State Agency: MHSOAC	Contractor: County of Santa Barbara Department of Behavioral Wellness
Section/Unit: Contracts	Section/Unit: Fiscal
Attention: Chelsea Yuen	Attention: Pam Fisher, PsyD, Deputy Director
Address: 1325 J Street, Suite 1700, Sacramento, CA 95814	Address: 315 Camino Del Remedio, Santa Barbara, CA 93110
Phone: 916-445-8696	Phone: (805) 681-5161
Fax: 916 445-4927	Fax: (805) 681-5262
E-Mail: accounting@mhsoac.ca.gov	E-Mail: pfisher@sbcbswell.org

The Project Representative may be changed by written notice to the other party. Such notices shall be given within 30 days of the change.

C. CONTRACT TERM

The term of this contract is for four (4) years, with all funds allocated in quarterly installments.

Contract funding is based on the Grantee's compliance with the RFA requirements as submitted through the Grantee's application, which is incorporated by reference and made part of this contract as if attached hereto.

The MHSOAC may withhold funds from the Grantee if the Grantee fails to meet the reporting requirements, perform the activities, submit the deliverables by the due date, falls behind schedule, or modifies the scope of the work performed.

D. GRANTEE RESPONSIBILITIES

The Grantee shall be responsible to perform the activities and submit the deliverables as set forth in the application submitted by the Grantee in response to RFA EPI Plus_001, which is incorporated by reference and made a part of this contract as if attached hereto.

The Grantee shall be responsible for and agrees to:

- a. Participate in fidelity monitoring and improvement processes
- b. Collaborate with and take direction from the MHSOAC Training and Technical Assistance (TTA) contractor
- c. Collaborate with local entities such as school districts, colleges, primary care physicians, youth drop-in centers, and other community programs which provide health and mental health services to transition age youth and young adults to ensure appropriate linkage to services
- d. Invest 15% of total grant funding for data collection and program outcomes data. This data will be provided to both the MHSOAC and the TTA contractor, including, but not limited to key program outcomes, as requested. Data collection funds may come from the grant or from other funding sources.
- e. Use the local funds listed in the grant application that are committed to support the program.
- f. Continue to provide services under this program through local contributions after grant funding is expended
- g. Participate in a learning collaborative of grantees and other program representatives who are operating a CSC early psychosis intervention program within their counties
- h. Maintain up to date early psychosis intervention information on the grantee's website(s)

E. DELIVERABLES

Deliverables shall be submitted in an electronic format, to be agreed upon prior to start of work, which are easily posted on the MHSOAC website, pursuant to Government Code §11135, and in

compliance with accessibility requirements of §508 of the Rehabilitation Act of 1973, as amended and implemented through regulations.

All deliverables shall be developed in consultation with the MHSOAC Project Representative.

The Grantee may seek advice from subject matter experts, form an advisory group, seek technical assistance from the Commission and/or pursue other strategies to support the development and completion of all deliverables. Subject to resources, the MHSOAC shall strive to provide consultation and technical assistance to support the implementation of this agreement.

The Grantee may submit deliverables prior to due dates. If Grantee experiences reasonable delays with regard to a deliverable, Grantee shall notify the MHSOAC Project Representative, prior to the deliverable due date for which a delay is anticipated. In no instance shall a delay exceed 30 calendar days. For any deliverable in which the delay is anticipated to exceed 30 calendar days, the MHSOAC Deputy Director may grant the Grantee additional time to complete the deliverable. Such additional time must be confirmed by the MHSOAC in writing.

F. TERMINATION

Either party may terminate this agreement by giving 30-days written notice to the other party. The notice of termination shall specify the effective date of termination. In the event of such termination, MHSOAC agrees to pay the pro rata share of the contract based upon the actual services provided.

G. AMENDMENTS

This agreement may be amended as necessary for project completion.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered (i.e., upon receipt and approval of agreed upon deliverables), and upon receipt and approval of the invoices, the MHSOAC agrees to compensate the Grantee in accordance with the rates specified in this contract.
- B. Invoices shall include the Contract Number and shall be submitted by mail or electronically via email not more frequently than monthly in arrears to:

MHSOAC
Attention: Accounting Office
1325 J Street, Suite 1700
Sacramento, CA 95814
Chelsea.Yuen@mhsoc.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 Contract does not appropriate sufficient funds for the program, this Contract shall no longer be in full 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 Contract and Grantee shall not be obligated to perform any provisions of this Contract.
- 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 Contract with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. If this Contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract.
- D. In addition, this Contract 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 contract in any manner.

3. Cost

The total amount of this Agreement shall not exceed **\$2,000,000.00** and is allocated as follows for each year:

Year	Total
First Year	\$ 401,816.00
Second Year	\$ 532,280.00
Third Year	\$ 532,280.00
Fourth Year	\$ 533,624.00

All payments will be paid in quarterly installments and will be based on completion of contract activities outlined and deliverables agreed upon by the MHSOAC and the Grantee.

4. 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 of the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

ATTACHMENT 8 BUDGET WORKSHEET - EPI PLUS (Whole Dollars)						
Applicant:						
EPI PLUS GRANT						
(1) Hire Staff (list individual role/classification) (add rows as needed)	(2) Hiring Month	(3) GY 1	(4) GY 2	(5) GY 3	(6) GY 4	(7) Total All GYs
						-
Team Leader 1.0 FTE	4	75,000	100,000	100,000	100,000	375,000
Caseworker 1.0 FTE	4	50,000	65,000	65,000	65,000	245,000
Lead Peer Recovery Specialist 1.0 FTE	4	46,055	61,000	61,000	61,802	229,857
Peer Recovery Assistant 0.5 FTE	4	22,875	30,500	30,500	30,500	114,375
Peer Recovery Assistant 0.5 FTE	4	22,875	30,500	30,500	30,500	114,375
Peer Recovery Assistant 0.5 FTE	4	22,875	30,500	30,500	30,500	114,375
						-
						-
Subtotal - (8) Personnel Services Salaries		239,680	317,500	317,500	318,302	1,192,982
Add: (9) Personnel Services Benefits		101,864	134,938	134,938	135,278	507,018
(10) Total Personnel Services		341,544	452,438	452,438	453,580	1,700,000
(11) Hire Contractors or other non-staff (If applicable, list individual role/classification) (Add rows as needed)	(12) Hiring Month	(13) GY 1	(14) GY 2	(15) GY 3	(16) GY 4	(17) Total All GYs
						-
						-
						-
(18) Total Contracted Services		-	-	-	-	-
(19) Total Personnel/Contracted Services		341,544	452,438	452,438	453,580	1,700,000
(20) Other Costs (non-staff and non-contracted services)	(21) Exp Month	(22) GY 1	(23) GY 2	(24) GY 3	(25) GY 4	(26) Total All GYs
						-
						-
						-
						-
						-
						-
(27) Total Other Costs		-	-	-	-	-
(28) Total Grant Program Costs before Administration		341,544	452,438	452,438	453,580	1,700,000
(29) Administration (includes indirect costs and overhead, limited to 15%) *		60,272	79,842	79,842	80,044	300,000
(30) Total Proposed Grant Program Costs/Grant Request (Cannot exceed \$2,000,000)		401,816	532,280	532,280	533,624	2,000,000

ATTACHMENT 8					
BUDGET WORKSHEET - EPI PLUS					
(Whole Dollars)					
Applicant:					
EPI PLUS GRANT					
	(32) GY 1	(33) GY 2	(34) GY 3	(35) GY 4	(36) Total All GYs
(31) Other Contribution of Funds					
(37) Medi-Cal Reimbursements	80,363	133,070	133,070	133,406	479,909
(38) Local Funding	315,000	315,000	315,000	315,000	1,260,000
(39) Other/Private Funds	25,000	25,000	25,000	25,000	100,000
(40) Total Other Contribution of Funds	420,363	473,070	473,070	473,406	1,839,909
(41) Total Proposed Grant Program Costs	822,179	1,005,350	1,005,350	1,007,030	3,839,909

* Total Administration costs cannot exceed the following for the total term (4 years) of the contract:
\$300,000 (\$2,000,000 grant x 15%)

Exhibit C
General Terms and Conditions

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, 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).
5. **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.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State 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 State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from

any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. 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.
9. 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 State 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).
10. NON-DISCRIMINATION CLAUSE: 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 to ascertain 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.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. 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.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. 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 Codes 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 State 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 State 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 from 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.

16. 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.

17. 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of 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.)
20. LOSS LEADER: If this contract 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. (PCC 10344(e).)

Exhibit D
Special Terms and Conditions

1. **SUBCONTRACTS**: Except for subcontracts identified in the Proposal in accordance with the Request for Proposal, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.
2. **PUBLICATIONS AND REPORTS**:
 - a. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
 - b. 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).
3. **PROGRESS REPORTS**: Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
4. **PRESENTATION**: Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.
5. **MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION STAFF**: Mental Health Services Oversight and Accountability Commission staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Mental Health Services Oversight and Accountability Commission staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
6. **CONFIDENTIALITY OF DATA AND DOCUMENTS**:
 - a. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public

entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

- b. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- c. Contractor 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 Mental Health Services Oversight and Accountability Commission staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
- d. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- e. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- f. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Mental Health Services Oversight and Accountability Commission (MHSOAC), but does not necessarily represent the views of the MHSOAC or any of its employees except to the extent, if any, that it has formally been approved by the MHSOAC. For information regarding any such action, communicate directly with the MHSOAC at 1325 J Street, Suite 1700, Sacramento, CA 95814. Neither the MHSOAC nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- a. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in

machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- b. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
 - e. Contractor shall use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.
8. APPROVAL OF PRODUCT: Unless otherwise specified in Exhibit A, each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.
9. SUBSTITUTIONS: Contractor's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
10. NOTICE: Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address listed in Exhibit A for each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
11. WAIVER: No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.
12. GRATUITIES AND CONTINGENCY FEES: The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the

Contractor 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 Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, 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 Contractor in providing any such gratuities to any such officer or employee.

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

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract 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.

13. WORKERS' COMPENSATION: Contractor 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 of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.
14. CONTRACT IS COMPLETE: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
15. CAPTIONS: The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
16. PUBLIC HEARINGS: If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.
17. FORCE MAJEURE: Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract 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.

18. PERMITS AND LICENSES: The Contractor 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 Contractor shall keep informed of, observe, comply with, and cause all of 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 Contract. If any conflict arises between provisions of the plans and specifications of this Contract and any such law above referred to, then the Contractor shall immediately notify the State in writing.

19. LITIGATION: The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, 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 Contract and the interest of the State.

20. DISPUTES: Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the MHSOAC's Executive Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Executive Director of the MHSOAC shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Executive Director, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the dispute. The decision of the Executive Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Executive Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract 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.

21. EVALUATION OF CONTRACTOR'S PERFORMANCE: The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- a. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- b. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

23. INSPECTION AND ENFORCEMENT:

- a. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
- b. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the MHSOAC in writing.
- c. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.
- d. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

24. USE OF STATE FUNDS: Contractor, including its officers and members, shall not use funds received from the MHSOAC pursuant to this contract 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 Contract 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 Mental Health Services Act.

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