

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Tapestry Family Services**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its services per the Mental Health Student Services Act Grant; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

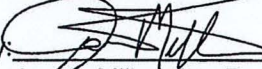
Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Business Associate Agreement
Attachment 1	Invoice
Attachment 2	Hiring Report
Attachment 3	Training and Outreach Report
Attachment 4	Expenditure Report
Attachment 5	Data Report
Attachment 6	Mental Health Student Services Act Grant Agreement

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through August 31, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed Five Hundred Forty-Nine Thousand Four Hundred Two Dollars (\$549,402) for the term of this Agreement.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By:   
Jennie Miller, Psy.D., HHSA Assistant  
Director/ Behavioral Health Director

Date: 1/14/20021

Budgeted:  Yes  No

Budget Unit: 0481


Line Item: 86-2189

Org/Object Code: YB19

Grant:  Yes  No

Grant No.: 19MHSOAC047

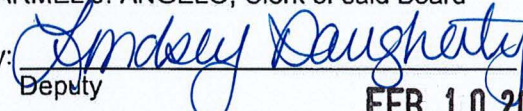
**COUNTY OF MENDOCINO**

By:   
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: FEB 10 2021

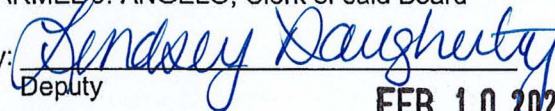
**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy **FEB 10 2021**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

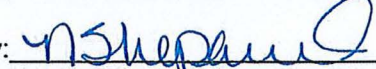
By:   
Deputy **FEB 10 2021**

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 01/13/2021

**CONTRACTOR/COMPANY NAME**

By:   
Natalie Shepard, Executive Director

Date: 1/14/2021

**NAME AND ADDRESS OF CONTRACTOR:**

Tapestry Family Services  
169 Mason St. Suite 300  
Ukiah, CA 95482


707-463-3300; natalies@tapestryfs.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**


APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By:   
Deputy

Date: 01/13/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO

Date: 01/13/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed  EB 21-74

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: 501(c)(3)

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal Delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
HHSA Behavioral Health and Recovery Services  
1120 S. Dora St.  
Ukiah, CA 95482  
Attn: Jenine Miller

To CONTRACTOR: Tapestry Family Services  
169 Mason St. Suite 300  
Ukiah, CA 95482  
Attn: Natalie Shepard

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and



disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as listed in Exhibit A shall not exceed \$549,402 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

CONTRACTOR shall administer the Mental Health Student Services Act of 2019 (MHSSA) over the course of the four (4) year project to enhance existing school-based programs to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access to ongoing and sustained services, in accordance with the MHSSA state contract and application materials.

I. CONTRACTOR shall:

A. Provide support services that address the following goals:

1. Preventing mental illnesses from becoming severe and disabling
2. Improving timely access to services for underserved populations
3. Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses
4. Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services
5. Reducing discrimination against people with mental illness
6. Preventing negative outcomes in the targeted population, including, but not limited to:
  - a. Suicide and attempted suicide
  - b. Incarceration
  - c. School failure or dropout
  - d. Unemployment
  - e. Prolonged suffering
  - f. Homelessness
  - g. Removal of children from their homes
  - h. Involuntary mental health detentions

B. Increase the number of service providers (Rehabilitation Specialist, Care Manager, Peer Support Counselor, or Licensed/Waivered Mental Health

Clinician) by 1.33 FTE and the Therapist I/Intern position by 0.33 FTE by increasing the hours of existing service providers, as determined by the partnership steering committee.

1. Each of the service provider positions will support the goals, mission, and vision of the partnership by:
  - a. Outreaching to and engaging students and families
  - b. Screening for mental health concerns and assessing student needs and strengths
  - c. Providing brief treatment and intervention
  - d. Coordinating services and resources outside of the school and helping students access necessary community resources and mental health services
  - e. Following-up with students, families, and community providers, as needed
  - f. Providing support and collateral services to teachers in responding to students' mental health concerns
  - g. Identifying needs of family members, including other children in the house, and providing referrals and linkage to services and community resources
  - h. Providing group mental health services to students about relevant topics (i.e., depression management, coping with loss, etc.)
  - i. Participating in school meetings related to student mental and behavioral health
  - j. Supporting peer mentorship groups and activities
2. The service provider position(s) eligible under this Agreement that can be expanded to increase capacity to address mental health needs in the community include:
  - a. Rehabilitation Specialist
  - b. Case Manager
  - c. Peer Support Counselor
  - d. Licensed/Waivered Mental Health Clinician

e. Therapist I/Intern

C. Ensure that all services providers receive training in evidence based and promising best practices for the population they are serving. These include, but are not limited to:

1. Cognitive Behavioral Health Therapy
2. Parent Child Interactive Therapy
3. Trauma Focused Cognitive Behavioral Therapy
4. Alternatives for Families – Cognitive Behavioral Therapy (CBT)
5. Motivational Interviewing
6. Positive Parenting Program
7. Brief Strategic Parenting Program
8. Dialectical Behavioral Therapy
9. Practice Wise – Managing and Adapting Practice (MAP)
10. Treatment Foster Care
11. Therapeutic Behavioral Services
12. Collaborative Problem Solving
13. Narrative Therapy
14. Interpersonal Social Skills Training
15. Sign of Safety

D. Increase the capacity programs and mental health services both on campus and off to outreach and link students and families to these services and to others

1. Each student and family served will have a plan that includes options for and a plan to access ongoing mental health services, when services are needed.
2. When a student (or student and family) are linked to ongoing mental health services, providers will ensure continuity of care through collaboration with the new referrals and sharing information as agreed upon by the student and their authorized representative.



- E. Increase awareness of and access and linkage to mental health services for students and their families and provide related information on CONTRACTOR's website.
- F. Provide collected data to the MHSSA Steering Committee members during the meetings, including but not limited to:
  - 1. Individuals served
  - 2. Coverage
  - 3. Outcomes related to student wellbeing
  - 4. Demographics
    - a. Age
    - b. Race
    - c. Ethnicity
    - d. Gender assignment at birth
    - e. Gender identity
    - f. Primary language used at home
    - g. Sexual orientation
    - h. Veteran status, if applicable
    - i. Disability – which is not a result of severe mental illness, but includes physical, communication, health, or mental (including, but not limited to a learning, or development disability)
    - j. The number of respondents who refused to answer any of the categories above
  - 5. Chronic absenteeism
  - 6. Discipline
  - 7. Truancy
  - 8. Graduation and drop-out rates
- G. Participate in communication, reports, or presentations to the Mental Health Services Oversight and Accountability Commission (MHSOAC)

and their staff, as requested by the COUNTY, MHSOAC, or their staff. CONTRACTOR will not communicate with the MHSOAC on behalf of the COUNTY.

H. Attend and participate in MHSSA Steering Committee meetings. CONTRACTOR may get asked to highlight program areas and will be expected to answer questions as needed for the benefit of the participants and the public in general.

II. CONTRACTOR shall provide the following reporting:

A. CONTRACTOR shall provide information to the COUNTY on a quarterly basis within fifteen (15) days after the end of each reporting period.

B. CONTRACTOR shall submit the following reports:

1. Hiring Report - The Hiring Report (Attachment 2) shall include the following:

- a. List each type of personnel hired (e.g., peers, social workers, nurses, clinicians, mental health workers, etc.).
- b. List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description).

2. Evaluation Data - CONTRACTOR shall provide to the COUNTY data based on the specifications and timelines defined by the COUNTY. (Attachment 5)

- a. Number of students served
- b. Demographics
  - i. Age
  - ii. Race
  - iii. Ethnicity
  - iv. Gender assignment at birth
  - v. Gender identity
  - vi. Primary language used at home

- vii. Sexual orientation
  - viii. Veteran status, if applicable
  - ix. Disability – which is not a result of severe mental illness, but includes physical, communication, health, or mental (including, but not limited to a learning, or developmental disability)
  - x. The number of respondents who refuse to answer any of the categories above
- c. Data on linkage to ongoing mental health services
  - d. Comparison data on negative outcomes of untreated mental health conditions (e.g. suicide, school failure, and out of home placement)
  - e. Report of progress and barriers to services provided. Including which school sites and provider assigned to the site.
  - f. Training and outreach documentation (Attachment 3)
3. Expenditure Information - CONTRACTOR shall report all Grant expenditure information in the Annual Fiscal Report. (Attachment 4)
    - a. All allowable expenditures for the reporting quarter
    - b. Documentation of all expenditures
  4. Quarterly reports are due to BHRS by the fifteenth (15<sup>th</sup>) of the month following the reporting period:
    - a. Grant Year 1 reporting periods:
      - i. Quarter 1 - September 1, 2020 to November 30, 2020
      - ii. Quarter 2 – December 1, 2020 to February 28, 2021
      - iii. Quarter 3 – March 1, 2021 to May 31, 2021
      - iv. Quarter 4 – June 1, 2021 to August 31, 2021
- III. Allowable costs for CONTRACTOR per the MHSSA grant:

A. Grant funds must be used as proposed in the grant application and approved by the COUNTY.

1. Allowable costs include:

- a. Personnel and/or peer support
- b. Program costs include, but are not limited to, training, technology (e.g., telehealth), facilities improvements, and transportation
- c. Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
  - i. Services provided on school campuses
  - ii. Suicide prevention services
  - iii. Drop-out prevention services
  - iv. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
  - v. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
- d. Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the COUNTY.

2. Grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health department, or a consortium of those entities, or educational entities.

3. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of the grant.

IV. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR

shall comply with all MHSSA (grant agreement Attachment 6) and MHSOAC requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY.

- V. MHSOAC 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.
- VI. From time to time, the State may inspect the facilities, system, books, and records of CONTRACTOR to monitor compliance with the contract.
- VII. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program by the State, the COUNTY shall have the option to either cancel this Agreement with no liability occurring to the COUNTY, or offer an agreement amendment to CONTRACTOR to reflect the reduced amounts.
- VIII. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.
- IX. Maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and

Federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

- X. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- XI. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

- I. COUNTY will reimburse CONTRACTOR monthly for costs associated with the Project, upon receipt of monthly invoice with supporting documentation such as copies of receipts, bills, and invoices.
  - A. COUNTY will reimburse CONTRACTOR monthly for costs associated with staffing the Support Counselor/Care Manager including:
    1. Up to \$79,836 in Grant Year 1
    2. Up to \$83,827 in Grant Year 2
    3. Up to \$88,019 in Grant Year 3
    4. Up to \$92,420 in Grant Year 4
  - B. COUNTY will reimburse CONTRACTOR monthly for costs associated with staffing the Therapist I / Intern including:
    1. Up to \$27,293 in Grant Year 1
    2. Up to \$28,658 in Grant Year 2
    3. Up to \$30,091 in Grant Year 3
    4. Up to \$31,595 in Grant Year 4
  - C. COUNTY will reimburse CONTRACTOR monthly for program supply costs associated with the Project. This includes direct costs such as curriculum, locking mechanisms, combination briefcases for confidential paperwork, and other business needs.
  - D. COUNTY will reimburse CONTRACTOR monthly for travel and mileage costs associated with the Project. This amount will be based on the Federal mileage reimbursement per year.
  - E. COUNTY will reimburse CONTRACTOR monthly for Information Technology (IT) needs costs associated with the Project. This includes computers, encryption services and software, and business needs such as printers and paper. Additionally a 25% replacement rate per year is included after Grant Year 1.
  - F. COUNTY will reimburse CONTRACTOR monthly for client incentive costs associated with the Project. This includes potential compensation for travel to meetings and trainings. Incentives to come to meetings (such as healthy snacks and water), compensation for participation in survey style data collection, etc.

- G. COUNTY will reimburse CONTRACTOR monthly for staff training and incentive costs associated with the Project. This includes compensation for substitute teachers to attend trainings, travel reimbursements, curriculum materials, hotel room for overnight trainings, etc.
- H. COUNTY will reimburse CONTRACTOR monthly for administration costs associated with the Project.
- I. COUNTY will reimburse CONTRACTOR per the following budget:

Tapestry	Year 1	Year 2	Year 3	Year 4
Staffing Costs	\$107,129	\$112,485	\$118,110	\$124,015
Program Supplies	\$1,250	\$1,312	\$1,378	\$1,447
Travel and Mileage	\$1,750	\$1,837	\$1,929	\$2,042
Information Technology Needs	\$1,750	\$437	\$437	\$437
Client Incentives	\$838	\$880	\$924	\$971
Staff Training and Incentives	\$5,000	\$5,250	\$5,512	\$5,787
Administration	\$10,682	\$11,217	\$12,254	\$12,342
Totals	\$128,399	\$133,418	\$140,544	\$147,041

- J. Program Budget will be reviewed between CONTRACTOR and COUNTY at least annually.
  - 1. Adjustments to the budget will be made in consultation with and approved by COUNTY, or will not be reimbursed.
  - 2. Adjustments to the budget will maintain total expenditures identified by expenditure type (Staffing Costs, Program Supplies, Travel and Mileage, IT Needs, Client Incentives, and Staff Training and Incentives).
  - 3. A comprehensive review of total expenditures and remaining projected budget must be completed no later than the end of the Grant Year 3, to determine whether additional adjustments and a request for approval from the MHSOAC is appropriate.
- K. The COUNTY may withhold funds from CONTRACTOR if the CONTRACTOR fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If CONTRACTOR finds itself in this position, the CONTRACTOR shall immediately contact the COUNTY and provide



a mitigation plan to address the contractual program deficiency. The COUNTY may withhold funds until an agreed upon mitigation plan is presented and accepted by the COUNTY.

- L. CONTRACTOR will bill COUNTY on an approved invoice (Attachment 1). Billing for services must be received no later than thirty (30) days after the end of the month in which services were provided. Billing for services received after the thirty (30) days will be paid at the COUNTY's discretion. All invoices submitted for the final month of the Fiscal Year (June) must be received no later than August 1<sup>st</sup>.
- M. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided.
- N. Invoices and reports will be sent to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

Payments under this Agreement shall not exceed Five Hundred Forty-Nine Thousand Four Hundred Two Dollars (\$549,402) for the term of this Agreement.

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D  
**CONTRACTOR ASSURANCE OF COMPLIANCE WITH**  
THE MENDOCINO COUNTY  
HEALTH & HUMAN SERVICES AGENCY  
**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF CONTRACTOR: **Tapestry Family Services**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000

21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
  2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
  3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
  4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
  5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
  6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
  7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
  8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
  9. California Government Code section 12940 - California Fair Employment
  10. California Government Code section 4450 -Access to Public Buildings
  11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act
- AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

1/14/2021  
Date

  
CONTRACTOR Signature

169 Mason St. Suite 300 Ukiah, CA 95482  
Address of CONTRACTOR

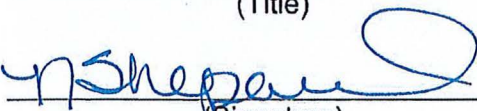
**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Natalie Shepard  
\_\_\_\_\_  
(Type Name)

Executive Director  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Signature)

Tapestry Family Services  
\_\_\_\_\_  
(Organization Name)

169 Mason St. Suite 300  
Ukiah, CA 95482  
\_\_\_\_\_  
(Organization Address)

1/14/2021  
\_\_\_\_\_  
(Date)

## ADDENDUM A

### Business Associate Agreement

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into effective upon full execution by all parties (the "Effective Date"), by and between **Tapestry Family Services** ("Business Associate") and **Mendocino County Behavioral Health & Recovery Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

- 1. Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
- 2. Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
- 3. Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.
  
5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
  
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer  
Mendocino County Behavioral Health  
1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
  
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by

the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.

9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
  
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
  
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
  
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.



13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
- (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
  - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's

option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.

22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

**Tapestry Family Services**

By: \_\_\_\_\_

Name: Natalie Shepard

Title: Executive Director

**Mendocino County**

By: \_\_\_\_\_

Name: Jenine Miller, Psy.D.

Title: HHS Assistant Director/Behavioral Health Director



**Attachment 1  
Mendocino County HHSA BHRS  
Services Contract Claim Form**

<b>Submit Invoice to:</b>	Mendocino County – BHRS Attn: Jenine Miller 1120 S. Dora Street Ukiah California	<b>Contractor:</b>	Name Attn: Contact Address City, State, Zip
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Type of Service	Date of Service	Rate	Total

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	





Attachment 4

<b>Mental Health Student Services Act Grant (MHSSA)</b>				
<b>Expenditure Report</b>				
<b>Agency:</b>		<b>Contract Number:</b>		
<b>Reporting Year:</b>	<b>Reporting Quarter:</b>		<b>Date Submitted:</b>	
<b>Staff Costs (List each staff by name)</b>	<b>Hours</b>	<b>Cost</b>		<b>Total Expenditure</b>
<b>Travel and Mileage (Amount will be based on current Federal mileage reimbursement rate)</b>	<b>Date of Travel</b>	<b>Miles</b>	<b>Federal Rate</b>	
<b>Program Supplies</b>				
<b>Information Technology Needs</b>				
<b>Client Incentives</b>				
<b>Staff Training and Incentives (List Staff Attending)</b>	<b>Training Attended</b>	<b>Incentives Cost</b>		
<b>Total Expenditure</b>				
<b>Comments:</b>				
<b>Signature:</b>				
<b>Name and Title (Print):</b>				
<b>Date:</b>				

**Mental Health Student Services Act Grant (MHSSA)**

**Data Report**

<b>Agency:</b>			<b>Date:</b>				
<b>Individuals Served : List per School</b>							
<b>Demographics:</b>							
<b>Age</b>	<b>0-5</b>	<b>6-8</b>	<b>9-10</b>	<b>11-13</b>	<b>14-16</b>	<b>17-19</b>	<b>20-24</b>
<b>Primary Language Used at Home</b>	<b>English</b>	<b>Spanish</b>	<b>Other</b>				
<b>Race Ethnicity</b>	<b>White</b>	<b>Black / African American</b>	<b>Hispanic / Latinx</b>	<b>Asian American</b>	<b>Pacific Islander</b>	<b>Native American / Alaska</b>	<b>Other</b>
<b>Gender Assignment at Birth</b>	<b>Female</b>	<b>Male</b>					
<b>Gender Identity</b>	<b>Female</b>	<b>Male</b>	<b>Nonbinary</b>				
<b>Sexual Orientation</b>	<b>Female</b>	<b>Male</b>	<b>Lesbian</b>	<b>Gay</b>	<b>Bisexual</b>	<b>Transgender</b>	
<b>Veteran Status</b>	<b>Yes</b>	<b>No</b>					
<b>Number of clients refusing to answer</b>							
<b>Disability</b>	<b>Physical</b>	<b>Communication</b>	<b>Health</b>	<b>Developmentally</b>	<b>Mental Illness</b>		



<b>Number of Students with Chronic Absenteeism</b>							
<b>Age</b>	<b>0-5</b>	<b>6-8</b>	<b>9-10</b>	<b>11-13</b>	<b>14-16</b>	<b>17-19</b>	<b>20-24</b>
Comments:							
Signature:							
Name and Title (Print):							
Date:							

## Attachment 6

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>19MHSOAC047</b>	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 Mendocino, Health and Human Services Agency, Behavioral Health and Recovery Services

2. The term of this Agreement is:

START DATE

September 1, 2020

THROUGH END DATE

August 31, 2024

3. The maximum amount of this Agreement is:

\$2,500,000.00 Two million five hundred thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Attachment B-1	Grant Award Claim Form	1
Attachment B-2	Budget Worksheet	1
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms and Conditions	9

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

**CONTRACTOR**

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

County of Mendocino, Health and Human Services Agency (HHSA), Behavioral Health and Recovery Services (BHRS)

CONTRACTOR BUSINESS ADDRESS

1120 South Doro Street

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Jenine Miller, Psy.D.

TITLE

BHRS Director, HHSA Assistant Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/19/20

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
19MHSOAC047

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

95624

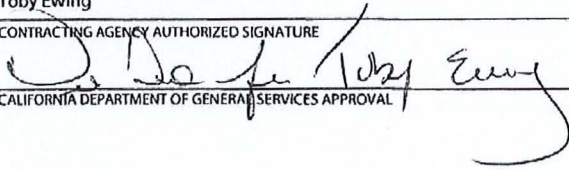
PRINTED NAME OF PERSON SIGNING

Toby Ewing

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

8/27/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)  
WIC 5897(f)

## **EXHIBIT A SCOPE OF WORK**

### 1. Abstract/Summary

- A. This grant is awarded pursuant to the Mental Health Student Services Act of 2019. COUNTY OF MENDOCINO HEALTH AND HUMAN SERVICES AGENCY, BEHAVIORAL HEALTH AND RECOVERY SERVICES, hereafter referred to as "Grantee," agrees to hire personnel or peer support to enhance an existing county partnership with school-based programs, to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access to ongoing and sustained services.
- B. The Mental Health Student Services Act of 2019 (MHSSA) grants are to be used to provide support services that address the following goals:
- 1) Preventing mental illnesses from becoming severe and disabling
  - 2) Improving timely access to services for underserved populations
  - 3) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses
  - 4) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services
  - 5) Reducing discrimination against people with mental illness
  - 6) Preventing negative outcomes in the targeted population, including, but not limited to:
    - a) Suicide and attempted suicide
    - b) Incarceration
    - c) School failure or dropout
    - d) Unemployment
    - e) Prolonged suffering
    - f) Homelessness
    - g) Removal of children from their homes
    - h) Involuntary mental health detentions

### 2. Detailed Scope of Work

- A. The scope of work for this Agreement is contained in the Grant Application submitted by the Grantee (Grantee's Application) in response to the Mental Health Services Oversight and Accountability Commission's (Commission) Request for Applications, MHSSA\_001 Addendum 2 (hereinafter, "RFA"). Grantee's Application is incorporated by reference and made part of this Agreement as if attached hereto.

**3. Contacts**

- A. Direct all inquiries regarding this Agreement to the representatives listed in the charts below. Representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: County of Mendocino Health and Human Services Agency (HHS), Behavioral Health and Recovery Services (BHRS)
Name/Title: Cheryl Ward Health Program Specialist I	Name/Title: Jenine Miller, PSY. D. BHRS Director, HHS Asst. Director
Phone: (916) 327-1944	Phone: (707) 472-2341
Fax: (916) 445-4927	Fax: (707) 472-2331
Email: <a href="mailto:Cheryl.Ward@mhsoc.ca.gov">Cheryl.Ward@mhsoc.ca.gov</a>	Email: <a href="mailto:millerje@mendocinocounty.org">millerje@mendocinocounty.org</a>

Direct all administrative inquiries to:

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: County of Mendocino Health and Human Services Agency (HHS), Behavioral Health and Recovery Services (BHRS)
Section/Unit: Administrative Services	Section/Unit: Behavioral Health Administration Unit
Attention: Richard Thut	Attention: Dustin Thompson Program Administrator
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 1120 South Dora Street Ukiah, CA 95482
Phone: (916) 445-8798	Phone: (707) 472-2319
Fax: (916) 445-4927	Fax: (707) 472-2331
Email: <a href="mailto:Richard.Thut@mhsoc.ca.gov">Richard.Thut@mhsoc.ca.gov</a>	Email: <a href="mailto:thompsondu@mendocinocounty.org">thompsondu@mendocinocounty.org</a>

**4. Grant Cycle (see RFA, Section V.C.)**

- A. This Agreement is for a four-year grant cycle, with funds allocated in quarterly installments.
- B. Funding is based on the Grantee’s compliance with the RFA requirements as submitted through Grantee’s Application.

- C. Grantee shall participate in monthly check-in meetings with Commission staff either in-person, by phone or some other agreed upon arrangement. The intent is for the Grantee to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.
  - D. The Commission may withhold funds from Grantee if the Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is presented and accepted by the Commission.
5. **Allowable Costs** (See *RFA, Section V.E.*)
- A. Grant funds must be used as proposed in the Grantee's Application and approved by the Commission as follows:
    - 1) Allowable costs include:
      - a) Personnel and/or peer support
      - b) At least 90 percent of the personnel costs must be for personnel who are dedicated to delivering services.
      - c) The amount budgeted for administration costs shall not exceed 15 percent of the total budget grant amount, annually, and includes any administrative costs associated with contracted personnel.
      - d) Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
      - e) Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
        - i. Services provided on school campuses
        - ii. Suicide prevention services
        - iii. Drop-out prevention services
        - iv. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
        - v. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
      - f) Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for

school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.

- 2) Grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.
- 3) Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant.

**6. Evaluation** (See RFA, *Section VIII.*)

- A. Grantee shall employ staff through the grant for MHSSA data gathering, submission of relevant data, and submission of program implementation and summary program evaluations to the Commission. Grantee shall evaluate its MHSSA funded program.
- B. Evaluation activities are intended to provide counties and the Commission with data related to program impact and individual experience, and to demonstrate program effectiveness throughout the grant cycle. It is intended that the results from the local evaluations by the grantees will yield best practices for school-based mental health partnerships, number of students served, demographics, data on linkage to ongoing mental health services, and comparison data on negative outcomes of untreated mental health conditions e.g. suicide, school failure, and out of home placement.
- C. Grantee shall collect relevant person identified-level data. If requested, Grantee shall provide access to the Commission to all relevant person identified-level data collected and maintained by the Grantee. Grantee shall ensure that county partners grant access to the Commission to all relevant person identified-level data.

**7. Reporting** (See RFA, *Section IX.*)

- A. Grantee shall provide information to the Commission on a quarterly basis within 30 days after the end of each reporting period. The Commission may modify the reporting date to better fit in with the Grantee's normal month-end financial cycle. The Grantee shall submit the following reports:
  - 1) Hiring Report  
The Hiring Report shall include the following:
    - a) List each type of personnel hired by the county and/or hired as a contractor (e.g., peers, social workers, nurses, clinicians, mental

health workers, etc.). Identify which staff are county staff and which are contract.

- b) List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description).

2) Evaluation Data

Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission.

3) Expenditure Information

Grantee shall report all Grant expenditure information in the Annual Fiscal Report within 30 days of the end of the grant year. Grantee shall remit to the Commission all unexpended grant funds at the end of the contract term.

8. **Program Communications** (See RFA, Section VII.E.v.)

Grantee shall increase awareness of and access and linkage to mental health services for students and their families and provide related information on the partnership website(s).

9. **Amendments**

This Agreement may be amended upon mutual consent of the parties. All amendments must be in writing and fully executed by authorized representatives of each party.



**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) To expedite the processing of the Grant Award Claim Form submitted to the Commission for fund distribution, Grantee shall submit one original and two copies of each Grant Award Claim Form to the Commission Grant Manager at the following address:

Mental Health Services Oversight and Accountability Commission  
1325 J Street, Suite 1700  
Sacramento, CA 95814

**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 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 or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.

d) In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by 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 \$2,500,000.00. Payment shall be made in accordance with the payment schedule below. The funds used for this Agreement may be used without regard to fiscal year.

**4. Payment Schedule**

Grantee was approved for a grant cycle that covers four grant years (see Attachment B-2 – Budget Worksheet for approved funding amounts), with funds allocated annually at the beginning of each grant year. Payment will be made quarterly and the total amount of payments made in any grant year is to not exceed the amount stated below. For each grant year Grantee may not exceed the total funds allocated for that grant year.

<b>Grant Year Distribution</b>	<b>Grant Funding</b>
Grant Year 1	\$ 579,960.00
Grant Year 2	\$ 602,369.00
Grant Year 3	\$ 654,830.00
Grant year 4	\$ 662,841.00
<b>Grant Total</b>	<b>\$2,500,000.00</b>



**ATTACHMENT B-2  
BUDGET WORKSHEET**

(Whole Dollars)

**Applicant:**

(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
0.2 FTE Program Specialist (data analyst)	1	10,521	11,047	11,599	12,179	45,346
0.1 FTE Program Director	1	6,238	6,550	6,878	7,222	26,888
<b>Subtotal - (8) Personnel Services Salaries</b>		<b>16,759</b>	<b>17,597</b>	<b>18,477</b>	<b>19,401</b>	<b>72,234</b>
Add: (9) Personnel Services Benefits		6,536	6,863	7,206	7,586	28,171
<b>(10) Total Personnel Services</b>		<b>23,295</b>	<b>24,460</b>	<b>25,683</b>	<b>26,987</b>	<b>100,405</b>
(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
Therapist/Counselor (1 FTE)	1	96,929	101,775	106,864	112,207	417,775
Support Counselor /Care Manager (3 positions at 1.33 for a total of 4 FTE)	2	239,508	251,483	264,057	277,260	1,032,308
Therapist 1/Intern (3 positions at 0.33 FTE)	4	81,879	85,973	90,272	94,786	352,910
External Evaluator	30	-	-	20,000	-	20,000
AmeriCorps (1 FTE)	6	9,000	9,450	9,000	9,450	36,500
<b>(18) Total Contracted Services</b>		<b>427,316</b>	<b>448,681</b>	<b>490,191</b>	<b>493,703</b>	<b>1,859,891</b>
<b>(19) Total Personnel/Contracted Services</b>		<b>450,611</b>	<b>473,141</b>	<b>515,876</b>	<b>520,670</b>	<b>1,960,298</b>
(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
Program Supplies	2	5,000	5,250	5,513	5,789	21,552
Travel and Mileage	2	7,000	7,350	7,718	8,171	30,239
Hardware and services	2	7,000	1,750	1,750	1,750	12,250
Client Incentives	2	3,355	3,523	3,699	3,884	14,461
Staff Training and Incentives to Attend	2	20,000	21,000	22,050	23,150	86,200
<b>(27) Total Other Costs</b>		<b>42,355</b>	<b>38,873</b>	<b>40,730</b>	<b>42,744</b>	<b>154,702</b>
<b>(28) Total Program Costs before Administration</b>		<b>492,966</b>	<b>512,014</b>	<b>556,606</b>	<b>563,414</b>	<b>2,125,000</b>
(29) Administration (includes indirect costs and overhead, limited to 15%)*		86,994	90,355	98,224	99,427	375,000
<b>(30) Total Proposed Program Costs</b>		<b>579,960</b>	<b>602,369</b>	<b>654,830</b>	<b>662,841</b>	<b>2,500,000</b>

\* Total Administration costs cannot exceed the following for the total term (4 years) of the contract:

Small population designation:	\$375,000	(\$1,500,000 grant x 15%)
Medium population designation:	\$600,000	(\$4,000,000 grant x 15%)
Large population designation:	\$900,000	(\$6,000,000 grant x 15%)

**GTC 04/2017**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Contract 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 Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Contract not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Contract 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 Contract. 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 Contract. (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 Contract, 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 Contract.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Contract during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Contract and be relieved of any payments should the Contractor fail to perform the requirements of this Contract 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 Contract 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 Contract, 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 Contract, 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 contract. (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 Contract.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Contract by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Contract.

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 contract 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:

1) "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.

2) "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 Contract 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 Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract 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.



State of California  
Mental Health Services Oversight  
and Accountability Commission

COUNTY OF MENDOCINO HEALTH AND HUMAN SERVICES  
AGENCY, BEHAVIORAL HEALTH AND RECOVERY SERVICES  
Agreement # 19MHSOAC047  
Exhibit C, General Terms and Conditions  
Page 5 of 5

(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.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenine Miller, Psy.D., HHSA Assistant Director/  
Behavioral Health Director

Date: 11/9/20

Budgeted:  Yes  No

Budget Unit: 4050

Line Item:

Org/Object Code:

Grant:  Yes  No

Grant No.: Mental Health Student Services Act

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 08/18/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: 08/18/2020

CONTRACTOR/COMPANY NAME

By: See Page 2 of STD 213  
Toby Ewing, Executive Director

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

Mental Health Services Oversight and  
Accountability Commission  
1325 J Street, Suite 1700  
Sacramento, CA 95624

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 08/18/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  N/A  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_