

**FUNDING OUT AGREEMENT #6514**  
**Mental Health Student Services Act Partnership Grant**

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This Agreement is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and El Dorado County Office of Education, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667 (hereinafter referred to as "Recipient"). County and Recipient shall be individually referred to as "Party" and collectively referred to as the "Parties".

**RECITALS**

**WHEREAS**, the State of California Mental Health Services Oversight & Accountability Commission (MHSOAC) administers the Senate Bill 82 Investment in Mental Health Wellness Act which provides local assistance funds to expand mental health crisis services;

**WHEREAS**, on November 1, 2021, Mental Health Services Oversight and Accountability Commission (MHSOAC) released a competitive Request for Applications (RFA) for the Mental Health Student Services Act (MHSSA) Round 2 grant, focused on funding partnerships between educational and county behavioral health agencies with the goal of increasing access to mental health services in school locations that are easily accessible to students and their families;

**WHEREAS**, Health and Human Services Agency (HHS) was notified on February 16, 2022, that its MHSSA Round 2 application was approved for award;

**WHEREAS**, on April 18, 2022, MHSOAC released a competitive RFA for the MHSSA Round 3 grant, focused on further funding partnerships between educational and county behavioral health agencies with the goal of increasing access to mental health services in additional schools within the county;

**WHEREAS**, HHS was notified on September 1, 2022, that its MHSSA Round 3 application was approved for award;

**WHEREAS**, County intends to transfer the entirety of MHSOAC grant funds awarded under Agreement 21MHSOAC049 and Amendment 1 to Recipient, with the condition that Recipient will reimburse HHS for mental health treatment services rendered to students through the MHSSA program, during the term of the grant; and

**WHEREAS**, Recipient agreed to accept the full MHSSA grant amount from County to coordinate a variety of mental health services for students and families, focusing on creating a coordinated system of access and care.

**NOW THEREFORE**, the parties do hereby agree as follows:

## **ARTICLE I**

**Purpose:** The purpose of this Funding Agreement is to establish a formal working relationship between the Parties hereto and to set forth the operating conditions and responsibilities of the Parties that will govern the MHSSA Partnership.

A. **MHSSA Program Goals:** The goal of the MHSSA Partnership is to utilize MHSSA grant funds for the provision of Regional Mental Health Student Services Coordinators to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access ongoing sustained services. The MHSSA grant funds must 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; and
6. Preventing negative outcomes in the target population, resulting from untreated mental illness or delayed treatment, including, but not limited to:
  - I. Suicide and attempted suicide;
  - II. Incarceration;
  - III. School failure or dropout;
  - IV. Unemployment;
  - V. Prolonged suffering;
  - VI. Homelessness;
  - VII. Removal of children from their homes; and
  - VIII. Involuntary mental health detentions.

B. **Roles and Responsibilities of the Parties:** County and Recipient have committed to participate in the program and agree to provide the following services

1. Work collaboratively to plan and implement the Program.
2. Adhere to all General Assurance and Certifications, and Program Assurances.
3. Implement the Proposed Plan attached hereto as **Attachment A** (incorporated herein and made by reference a part hereof).
4. County agrees to provide Mental Health First Aid training to Recipient personnel as part of professional development. This training will provide information about

risk factors and warning signs of mental illness, skills to implement appropriate interventions, and information on available resources in the community.

## ARTICLE II

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on December 31, 2026, or when all funds have been expended and the County has approved all expenses.

## ARTICLE III

**Payment:** County agrees to reimburse funds expended prior to the termination date, up to a maximum amount of **\$5,044,655**, to Recipient following final execution of this Agreement and within forty-five (45) days of receipt and approval of a Statement of Funds expended to include an original invoice(s) on Recipient's letterhead referencing this Agreement #6514 and MHSOAC Grant Agreement No. 21MHSOAC049.

Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant. Unexpended grant funds shall be returned to MHSOAC within thirty (30) days after the termination of this Agreement.

It is a requirement of this Agreement that Recipient shall submit an original invoice, similar in content and format with the following sample available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx). Itemized invoices shall follow the format specified by County and shall reference this Agreement #6514 and MHSOAC Grant Agreement No. 21MHSOAC049 on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Recipient's charges for the specific use of funds on those invoices.

Recipient is required to submit monthly invoices, no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Recipient uses funds in accordance with Article I, "Purpose." Failure to submit invoices by the 15th of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received by staff. Receipt by HHSA of invoices and associated paperwork submitted by Recipient for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Recipient may be required to submit additional or new information, which may delay reimbursement.

Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County may direct per the Article titled "Notice to Parties."

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p align="center"> <a href="mailto:BHinvoice@edcgov.us">BHinvoice@edcgov.us</a>            Please include in the subject line:            "Contract #, FY ##, MHSAA Grant,            Behavioral Health         </p>	<p align="center">           County of El Dorado            Health and Human Services Agency            Attn: Finance Unit            3057 Briw Road, Suite B            Placerville, CA 95667-5321         </p>

**ARTICLE IV**

**Reconciliation of Funds:** At a minimum on an annual basis, MHSOAC will compare amounts actually expended by Recipient with amounts that have been disbursed to Recipient and true up any difference in the following quarterly payment to ensure funds are spent by Recipient.

**ARTICLE V**

**Funding:** The obligations of County under this Agreement is contingent upon the availability of funds furnished by the State of California. In the event that such funding is terminated or reduced, this Agreement may be terminated and County’s fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by County. County shall provide Recipient written notification of such termination. Notice shall be deemed given when received by Recipient or no later than three (3) days after the day of mailing, whichever is sooner.

**ARTICLE VI**

**Reports Required:** Program expenditure, data, and performance reporting shall be in accordance with the reporting schedule detailed in **Attachment B**, "MHSOAC Grant Agreement 21MHSOAC049 inclusive of Amendment 1 to Agreement," attached hereto and incorporated by reference herein. For purposes of this Agreement, a fiscal year shall be defined as July 1 through June 30. Each report shall be sent to the contract administrator.

Upon full expenditure of all funds, Recipient shall submit a financial report covering the full term of this Agreement. The report shall clearly show the amounts received and expended as provided in Article I. Any funds that have not been spent in accordance with the provisions of this Agreement, as determined by County, shall be returned to MHSOAC within thirty (30) days after the termination of this Agreement.

Recipient shall maintain records, books, documents, and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided.

Recipient's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives, including the Comptroller General of the United States.

#### **ARTICLE VII**

**Audit by California State Auditor:** Recipient acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits Recipient shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE VIII**

**Recipient to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Recipient, and Recipient may perform similar work or services for others. However, Recipient shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Recipient's responsibilities or hinder Recipient's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE IX**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Recipient advance written notice of such termination, allowing Recipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

#### **ARTICLE X**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Recipient is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Recipient exclusively assumes responsibility for acts of its employees, agents, affiliates,

and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Recipient. Those persons will be entirely and exclusively under the direction, supervision, and control of Recipient.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Recipient performs the work or services for accomplishing the results.

Recipient, including any subcontractor or employees of Recipient, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Recipient shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Recipient. Recipient shall not be subject to the work schedules or vacation periods that apply to County employees.

Recipient shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Recipient provides for its employees.

Recipient acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## ARTICLE XI

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE XII

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows: with a copy to:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: CAO

or to such other location as the County directs.

Notices to Recipient shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION  
6767 Green Valley Road  
Placerville, CA 95667  
ATTN: Superintendent

or to such other location as Recipient directs.

### **ARTICLE XIII**

**Change of Address:** In the event of a change in address for Recipient's principal place of business, Recipient's Agent for Service of Process, or Notices to Recipient, Recipient shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

### **ARTICLE XIV**

**Indemnity:** To the fullest extent permitted by law, Recipient shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Recipient or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the Recipient, its officers and employees, or as expressly prescribed by statute. This duty of Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **ARTICLE XV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE XVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Recipient and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Recipient covenants that during the term of this Agreement neither it, or any officer or employee of the Recipient, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Recipient becomes aware of a conflict of interest related to this Agreement, Recipient shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Recipient shall complete and sign the attached **Exhibit #1**, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Recipient, if any, to any officer of County.

## **ARTICLE XVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Nicole Ebrahimi-Nuyken, Behavioral Health Director, Health and Human Services Agency, or successor.



## **ARTICLE XVIII**

### **Special Terms and Conditions:**

Recipient, by signing this Agreement, becomes a subrecipient of funds via the MHSOAC Grant Agreement 21MHSOAC049 inclusive of Amendment 1 to said Agreement, attached hereto as **Attachment B**. As such, Recipient agrees to adhere to all applicable terms and conditions, including but not limited to those provisions contained herein below:

The use of headings or titles throughout this article is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Subrecipient" and "Subgrantee" respectively. The terms "Mental Health Services Oversight and Accountability Commission" and "MHSOAC" shall have the same meaning and refer to the California State agency.

This article contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

## **ARTICLE XIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## **ARTICLE XX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

## **ARTICLE XXI**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXII**

**Counterparts:** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**ARTICLE XXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Nicole Ebrahimi-Nuyken  
Behavioral Health Director  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Olivia Byron-Cooper  
Interim Director  
Health and Human Services Agency

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Wendy Thomas, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**- - RECIPIENT - -**

EL DORADO COUNTY OFFICE OF EDUCATION  
(A PUBLIC AGENCY)

By: \_\_\_\_\_  
Dr. Ed Manansala  
County Superintendent of Schools  
"Recipient"

Dated: \_\_\_\_\_

Attachment A  
Rounds 2 and 3 Funding Proposed Plan

**ATTACHMENT 12: PROPOSED PLAN  
(MHSSA\_002 GRANTEES)**

Proposed Plan	
X.C.	<p>Provide a brief proposed plan/narrative that describes how the additional grant funds will be spent in support of the current MHSSA program.</p> <p>Additional funds will provide access to MHSSA services to students in 16 additional schools. Twelve of these schools are in the western area of the county. A Mental Health Clinician will be hired for years 1-4 to serve schools in the western and central areas of the county.</p> <p>In year 1, the program will operate as described in the approved MHSSA application. There will be professional development, assessment to determine where the needs are greatest and rolling out the program while refining the service model. With more students and schools being served, additional funds will be needed to provide contracted counseling services for students identified as having moderate to severe mental health needs. This is the same model as the approved MHSSA application. The only change would be to add more funding for contracted MA level counseling services to serve more schools and students.</p> <p>In year 2, there will be a significant program roll-out to serve more schools and to help schools to put systems in place at school sites. A Navigator will be hired to serve a larger student population and more schools. The Navigator would assist and provide follow-up to ensure that students have access to care and are receiving appropriate care. Students needing services who do not have access to insurance reimbursement would receive services through contracted MA level counselors. There would be an increase in funding for these contracted services for a larger number of students with moderate to severe mental health needs.</p> <p>In year 3, the program would continue to serve more schools and more students. It is anticipated that as more students are identified, there will be more students with moderate to severe needs and the cost for contracted MA level counselors will increase. In year 3, there will be a focus on establishing more capacity for serving students at school sites with services provided by MHSSA staff and contracted providers, some of whom could be funded through Medi-Cal and private insurance reimbursements. The Navigator will begin to provide mentoring and support to school staff on referrals and how to access reimbursable services.</p> <p>In year 4, there will continue to be an increasing number of students receiving mental health services. The focus will be on strengthening school-based services and increasing school staff's knowledge of how to access services (including reimbursable services) at the school site. To support an increased number of students accessing services and to have adequate MHSSA staff time to provide coaching on how to connect students with needed services, an additional Navigator will be hired. The need for referrals to external master's level counselors is expected to continue at a similar level as the previous year.</p>

Attachment A  
Rounds 2 and 3 Funding Proposed Plan

**ATTACHMENT 13: PROPOSED BUDGET  
(MHSSA\_002 GRANTEES)**

X.D.	Proposed Budget						
	Proposed Budget						Total Proposed Budget
	Year 1	Year 2	Year 3	Year 4	Year 5		
	\$153,044	\$251,672	\$273,374	\$366,576	\$	\$1,044,665	
	<p>Provide brief description of the types of costs that are planned to be incurred.</p> <p>Augmented funds will primarily provide additional staff to serve 16 more schools and to provide mental health services to the students and schools with the greatest needs more quickly. Augmented funds will provide more FTE for the same positions as the approved grant.</p> <p>In years 1-4 there will be one additional Mental Health Clinician to provide increased service for the western area of the county. The annual salary cost is \$88,368 and the annual benefit cost is \$27,673. Over the four-year funding period, the salary cost will be \$353,472 and the benefit cost will be \$110,693.</p> <p>In year two, one additional Navigator (BH Specialist) will be hired at an annual salary cost of \$63,087 and benefit cost of \$22,806. This Navigator will be funded in years 2-4. In year 4, an additional Navigator (BH Specialist) will be hired. There will be an annual salary cost of \$63,087 and annual benefit cost of \$22,806 for this Navigator. The salary cost of one Navigator working for 3 years and a second Navigator working for one year is \$252,348. The benefit cost is \$91,223.</p> <p>Additional funds will provide for more contracted services by Clinicians with master's degrees. As described in the approved grant, El Dorado County's Behavioral Health Department provides counseling for school age youth with moderate to severe needs through contracted providers. In year 1, there would be \$25,000 more in contracted counseling services, in year 2 there would be \$30,000 more and in years 3 and 4 there would be \$50,000 more each year. The total over the four years for additional contracted MA level Clinician services would be \$155,000.</p> <p>The subtotal (before indirect costs) for each of the four years is \$962,737 (\$141,041 in year 1, \$231,934 in year 2, \$251, 934 in year 3 and \$337,827 in year 4. EDCOE's indirect cost rate is 8.51%. The indirect cost over the 4 years is \$81,929. As described in the original proposal, the indirect cost will cover services including data management capability.</p> <p>In summary, the total proposed budget is \$1,044,665 which would cover year 1 costs for a Mental Health Clinician and \$25,000 for contracted MA Clinicians. Year 2 costs would provide for a Mental Health Clinician, a Navigator and \$30,000 for contracted MA Clinicians. Year 3 costs would provide for a Mental Health Clinician, a Navigator and \$50,000 for contracted MA Clinicians. Year 4 costs would provide for a Mental Health Clinician, 2 Navigators and \$50,000 for contracted MA Clinicians.</p>						

Attachment A  
Rounds 2 and 3 Funding Proposed Plan

Mental Health Services Oversight and Accountability Commission  
RFA\_MHSSA\_002  
Mental Health  
Student Services Act

**ATTACHMENT 4: PROPOSED PLAN**

<b>Proposed Plan</b>	
<b>V.I.C.</b>	<p>The core of the proposed plan is to systematically use a screening assessment to identify students who are struggling with mild to severe mental health issues and use a “warm-hand-off” approach to connect these students to appropriate services. Students with mild to moderate mental health issues will be served using a mental health skills curriculum provided by program staff. At the conclusion of the curriculum, students will be reassessed to determine if additional services are needed. Students needing further support and students identified initially as having severe needs will be referred to services provided by the El Dorado County Behavioral Health Department (EDC BHD) or a private provider if the student is covered by private medical insurance. The EDC BHD has contracted providers and systems in-place for Medi-Cal cost reimbursement for eligible students. Students whose families have medical insurance will be assisted with a referral to have their health insurance cover the cost of services. Students with continuing moderate to severe needs who “fall between the cracks” because they are not eligible for Medi-Cal reimbursement for services, have a need that is outside of EDC BHD’s scope and do not have private insurance, will be referred to either a community provider when available or the EDC BHD. EDC BHD’s existing contract for services would be expanded to serve students with moderate to severe needs who are otherwise unable to access needed mental health services.</p> <p>Another key component of the MHSSA program is professional development for staff at participating schools and program staff. Professional development will be provided to create positive social-emotional school environments. This professional development will include Mental Health First Aid and how to incorporate social-emotional health into the school’s multi-tiered systems of support (MTSS). The focus of the professional development for school staff is to foster a school climate that supports students’ mental health. Districts that have school counselors will be invited to have their school counselors participate with program staff in training on how to administer a screening assessment and the mental health curriculum that will be provided to students with mild to moderate mental health needs. The focus of the professional development is to expand capacity at schools for addressing student’s mental health needs.</p> <p>The program is designed to build upon what exists currently in the county and to fill in some existing gaps. Currently, EDC BHD has contracts in place to serve students with specific moderate to severe mental health needs. These contracts are primarily funded through Medi-Cal reimbursement. EDC BHD has secured MHSA funds to provide Wellness Centers at six high schools where there are significant numbers of students with mental health needs. El Dorado County has skilled trainers for Mental Health First Aid. EDCOE and EDC collaborate on sponsoring a Youth Commission. The Youth Commission has identified mental health as the greatest need for local youth and has developed youth led programs over the last four years to overcome mental health stigmas that are barriers for youth seeking or accessing mental health services. El Dorado County Office of Education (EDCOE) provides much of the professional development for schools which has included</p>

Attachment A  
Rounds 2 and 3 Funding Proposed Plan

Mental Health Services Oversight and Accountability Commission  
RFA\_MHSSA\_002  
Mental Health  
Student Services Act

training on Multi-Tiered Systems of Support (MTSS) including PBIS. The County Superintendent and District Superintendents have very positive and collaborative working relationships. There are many small school districts in El Dorado County and these districts look to EDCOE for support in planning and implementing new programs, services, and practices.

The gaps this program is designed to address are: (1) the lack of a systematic process for identifying students who are struggling with mental health issues, (2) the lack of access to services for students whose mental health needs are outside of the EDC BHD's scope, (3) support for students and families on how to navigate the mental health services that are available and follow-through to help students and their families to access mental health services, (4) insufficient professional development on how to identify and address students' mental health needs in a school context and (5) enough staff to coordinate and provide services for school aged youth who need them.

There have not been few if any services available at school sites for students the mild to moderate behavioral health needs. There has not been a clear process or knowledgeable staff available at schools to refer students with Medi-Cal eligibility to the EDC BHD services, to refer students with medical insurance to a provider or to provide students who are not eligible for Medi-Cal and don't have private health insurance to other services when they are available.

There has been communication with other counties about recommended screening assessments and curriculums to use for students with mild to moderate needs. At this point, the plan is to use PsySTART as the screening assessment and CBITS as the ten-session curriculum for identified students.

The majority of MHSSA funding would provide staff to operate the program. Funds are needed for a Program Director with an administrative assistant to communicate/problem-solve with the participating schools and community partners, to manage how to allocate staff resources/time to effectively meet the greatest needs at any given time, and to manage program data for reporting. Funds are needed for Navigator/Behavioral Health Specialists and a Mental Health Clinician with counseling experience to work with students at school sites. We anticipate that one of the Navigator/Behavioral Health Specialists would serve schools in South Lake Tahoe. The needs are great in South Lake Tahoe and the area is too geographically isolated for a person to serve other areas of the county. Needs are also great on the Georgetown Divide where Black Oak Mine USD is located. The Georgetown Divide is isolated by river canyons and there are fewer mental health providers in this rural area. The expectation is that a Mental Health Clinician would spend half or more of their time on the Georgetown Divide and could also provide some services on the Western Slope where 13 of the 15 school districts are located. There would be 1.5 Navigator/Behavioral Health Specialists serving the western slope school districts. This person would be assisted by the Program Director and the Mental Health Clinician on the Georgetown Divide. While this is our projected plan, the allocation of staff time will be nimble to align with the needs identified from the student assessment and referrals.

Attachment A  
Rounds 2 and 3 Funding Proposed Plan

Mental Health Services Oversight and Accountability Commission  
RFA\_MHSSA\_002  
Mental Health  
Student Services Act

	<p>Once the program is up and running, it is anticipated that there will be an increase in students with moderate to severe needs who are not eligible for Medi-Cal reimbursement and do not have medical insurance that will address their mental health needs. To meet these students' needs, funds will be allocated to increase the number of students served by LCSWs or clinicians under the EDC BHD contract. To expand this contract, funds are needed for the contracted LCSW or MA level Clinician and to cover EDC costs for expanding the contract.</p> <p>Funds will also be used for professional development contracts, licenses for assessment and curriculum, transportation between schools, and program supplies (indirect funds).</p> <p>Careful consideration was given to the districts and schools to include in this program. One of these considerations was schools where students recently experienced trauma from the Caldor Fire. All of the schools impacted by the Caldor Fire are included in this application. The Grizzly Flat community that was decimated by the Caldor Fire is served by Pioneer USD, Indian Diggings SD and Union Mine High School in El Dorado UHSD. The students in Pollock Pines USD, Camino USD, Gold Oak USD and Silver Fork SD were evacuated from their homes for three weeks while their homes were at risk of burning. The high schools which were eligible for a Wellness Center due to the high number of students with mental health issues (including high percentages of suicidal ideation and high rates of injury accidents) are included in this application. As described, the program is designed to generate assessment data on where needs are greatest and the flexibility to shift personnel resources to where they are needed the most. The program will also increase the capacity of schools to create positive social emotional learning environments through professional development. The survey assessment and referrals from school personnel will ensure that high risk youth and sub-groups (LGBTQ, foster youth, expelled or suspended youth and youth at risk of dropping out) receive equitable services to meet their needs.</p>
VI.C.	<p>Provide a brief explanation of what will be accomplished during each of the following phases:</p> <p style="padding-left: 20px;">a. <u>Program Development</u></p> <p>The following activities will be accomplished during the four-month program development phase.</p> <ol style="list-style-type: none"> <li>1) Develop Memorandums of Understanding between EDCOE and the EDC BHD to clarify how the two agencies will work together to meet the needs of students, support schools to increase healthy social-emotional environments and specify how to seamlessly provide access to services. This MOU will also define how Mental Health First Aid will be provided to school staff.</li> <li>2) Develop a Memorandum of Understanding between EDCOE and participating schools to clarify the school's role in getting parent cooperation for assessment, services and follow-up for referred services. Clarify how schools can access services, including urgent needs. Specify the data needed on program participants for MHSSA reporting.</li> </ol>



Attachment A  
Rounds 2 and 3 Funding Proposed Plan

Mental Health Services Oversight and Accountability Commission  
RFA\_MHSSA\_002  
Mental Health  
Student Services Act

- 3) Advertise, recruit for and hire a Program Director and then an Administrative Assistant. The Program Director will work on developing program materials, and completing program documents (project plan, detailed implementation plan, communications plan, detailed budget). The Director will secure signed letters of agreement from all partners as evidence of supporting and participating in the program.
- 4) Confer with MHSSA staff and additional counties about recommendations for the screening assessment and mental health curriculum. Confirm the assessment and curriculum and develop contracts to procure these materials and professional development on how to use them.
- 5) Meet with organizations and agencies who serve the target population (e.g., EDCOE Homeless Youth Coordinator, CASA (foster youth), New Morning Youth and Family Services (counseling and housing for troubled youth), PFLAG (LGBTQ youth), Sierra Child and Family Support Services (contractor for EDC BHD) and Summitview (group home) to describe the planned program services and to solicit input on how to collaborate to address the needs of youth.
- 6) Meet with the Youth Commission to plan how youth can be involved in removing perceived barriers to accessing services. Plan how mental health peer counseling developed through the Youth Commission can complement MHSSA funded services.
- 7) Advertise, recruit and hire Navigator/Behavioral Health Specialists and Mental Health Clinicians with a track record of working with youth to address social emotional needs.

b. Program Operations

The program is scheduled to begin in June 2022. Given that most schools are out of session until August, the program operations will begin with professional development and planning for rolling-out program services. EDC has experienced Mental Health First Aid trainers.

- 1) Provide professional development to program staff on the assessment and curriculum and invite counselors in schools to participate.
- 2) Develop program communications and establish on-line communication channels.
- 3) Form governing team with clear expectations for roles, responsibilities, and norms. The governing team will meet twice a month as the program is established and then will meet monthly. Develop an annual governance plan that includes sustainability planning.
- 4) Hold meetings or do Zoom calls with teams from participating schools to review what the program can provide and the data that needs to be collected.
- 5) Work with EDCOE staff to establish a web-based record keeping system for data to be collected and reported. Identify what information EDCOE can access and what information needs to be provided by school districts or schools.
- 6) Develop criteria for selecting schools to work with initially. Services will begin with a few schools or districts. There will be an evaluation of this rollout that will be used to refine practices for additional schools.
- 7) Develop criteria and procedures for addressing the needs of a student with severe and/or immediate needs.
- 8) Make a presentation at the Superintendent's Council meeting in August.

Attachment A  
Rounds 2 and 3 Funding Proposed Plan

Mental Health Services Oversight and Accountability Commission  
RFA\_MHSSA\_002  
Mental Health  
Student Services Act

- 9) Select the first group of schools to be served. Use the assessment screen to identify students for services.
- 10) Provide Mental Health First Aid training to teachers and the mental health curriculum (CBITS) to students identified as having mild to moderate mental health needs. Assess students after they have participated in the curriculum and work as a team to refer students with continuing needs to the EDC BHD contracted counseling program, a private insurance covered provider or other options.
- 11) Monitor the number of students with moderate to severe mental health needs who do not have access to services. When appropriate for program needs, expand the EDC BHD contract for counseling services to address the needs of students who would otherwise not have access to care.
- 12) Participate in Commission meetings to learn about practices and resources that could refine the services provided in El Dorado County. Complete reporting as scheduled.
- 13) Meet with the Youth Commission to solicit input on students' perceptions about accessing services and how to use input to refine program operations.
- 14) Periodically collect anecdotal information on the services being provided. Present this data and service utilization to the Superintendent's Council to get feedback on refining the services provided.
- 15) Meet periodically with community agencies that also serve students with mental health issues. Discuss how to increase collaboration and continuity of services.



## Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	El Dorado County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC049 <b><u>A.1</u></b>
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

### **Parties**

This Grant Agreement (Agreement) is entered into between El Dorado County Behavioral Health, a branch of county government headquartered in Placerville, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

### **Term**

This Agreement term began on March 3, 2022 and ends on **December 31, 2026** ~~June 30, 2026~~.

### **Funding Amount**

The maximum award under this Agreement is:

**\$5,044,665.00 (Five million forty-four thousand six hundred sixty five dollars and no cents)** ~~\$4,000,000.00 (Four million dollars and no cents.)~~

**Amendment Changes** The parties mutually agree to this amendment as follow. All action noted below are by this reference made a part of the Agreement and incorporated herein:

- Amends Exhibit A and Exhibit B
- Extends the contract end date from June 30, 2026 to December 31, 2026
- Adds funds
- Adds the following documents:

<b><u>Document: RFA MHSSA 003 Addendum 2</u></b>	<b><u>Incorporated by reference</u></b>
<b><u>Document: Grantee's Application for RFA MHSSA 003</u></b>	<b><u>Incorporated by reference</u></b>

All other terms and conditions set forth on the face of this MHSOAC Form 213A shall remain the same.

**Grant Managers**

Direct all program inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Name: <del>Cheryl Ward</del> <b><u>Daniel Owens</u></b>	Name: <del>Ed Manansala</del> <b><u>Matt Smith</u></b>
Address: <del>1325 J Street, Suite 1700</del> <b><u>1812 9<sup>th</sup> Street</u></b> Sacramento, CA 95844 <b><u>95811</u></b>	Address: 6767 Green Valley Road, Placerville, CA 95667
Phone: <del>(916) 775-6815</del> <b><u>(916) 244-1487</u></b>	Phone: <del>530-295-2229</del> <b><u>530-295-2235</u></b>
Fax: <del>(916) 445-4927</del> <b><u>(916) 623-4687</u></b>	Fax: 530-621-2543
Email: <del>cheryl.ward@mhsoc.ca.gov</del> <b><u>daniel.owens@mhsoc.ca.gov</u></b>	Email: <del>emanansala@edcoe.org</del> <b><u>mwsmith@edcoe.org</u></b>


Direct all fiscal inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Attention: Chelsea Yuen	Name: <del>Nita Wracker</del> <b><u>Kimberly McAdams</u></b>
Address: <del>1325 J Street, Suite 1700</del> <b><u>1812 9<sup>th</sup> Street</u></b> Sacramento, CA 95844 <b><u>95811</u></b>	Address: 3057 Briw Rd. Placerville, CA 95667
Phone: <del>(916) 445-8696</del> <b><u>(916) 500-0577</u></b>	Phone: <del>530-295-6932</del> <b><u>530-295-6932</u></b>
Fax: <del>(916) 445-4927</del> <b><u>(916) 623-4687</u></b>	Fax: None
Email: Accounting@mhsoc.ca.gov	Email: <del>nita.wracker@edcgov.us</del> <b><u>kimberly.mcadams@edcgov.us</u></b>



**Signatures**

This Agreement is executed between the parties by signature of their authorized representatives shown below:

<b>El Dorado County Behavioral Health</b>	
Business Address: 3057 Briw Rd., Suite B, Placerville, CA 95667-5335	
Person Signing: Evelyn Schaeffer	Title: Director, Health and Human Services
Signature:  <small>Evelyn Schaeffer (Oct 27, 2022 09:12 PDT)</small>	Date: 10/27/2022

<b>Mental Health Services Oversight and Accountability Commission</b>	
Business Address: 1812 9 <sup>th</sup> Street, Sacramento CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature: Norma Pate <small>Digitally signed by Norma Pate Date: 2022.10.27 16:51:40 -07'00'</small>	Date: 10/27/2022

**EXHIBIT A:**

**SCOPE OF WORK**

**Recitals**

1. **Authority**. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) ~~and the American Rescue Plan Act (ARPA)~~.
2. **Funding**. This grant is funded under the ARPA ~~with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance~~ **Mental Health Services Act (MHSA)**. This grant was awarded through a competitive bid process.
3. **Program Parameters**. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and ~~the federal~~ requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. **Partnership**. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

**Objectives**

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

**Compliance**

1. **Request for Application**. The full Scope of Work is contained in RFA\_MHSSA\_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA\_MHSSA\_002 (Grantee Application), **and RFA MHSSA 003, Addendum 2 (RFA3) and Grantee's application submitted in response to RFA MHSSA 003 (Grantee Application 3)**. The RFAs and Grantee Applications are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. **State and Federal**. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the ~~federal~~ requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. **Record Retention**. Records must be retained for at least five (5) years after the date on which the ~~federal~~ funding source expires. At the time of Agreement execution,

the date of funds expiration was December 31, 2026~~8~~, but the parties understand that this is subject to change.

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

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

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

**Program Expenditures.** Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: **Reporting Dates.**

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

1. **Program Data.** Grantee shall report the following data quarterly following the dates listed in Table 1: **Reporting Dates.** Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
  - a) Number of students screened and not referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled
    7. Number of students who dropped out
    8. Number of students with IEP/504
    9. Number of students in foster care
    10. Number of students that have been in juvenile hall
  - b) Number of students screened and referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language

5. Ethnicity/number in each ethnicity
  6. Number of students suspended/expelled
  7. Number of students who dropped out
  8. Number of students with IEP/504
  9. Number of students in foster care
  10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

**Table 1: Reporting Dates**

Report	Reporting Period	Due to Commission*
1	Agreement Start Date – February 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 – May 31, 2022	July 8, 2022
3	June 1, 2022 – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January <del>9</del> <del>XX</del> , 2023
5	December 1, 2022 – February 28, 2023	April <del>7</del> <del>XX</del> , 2023
6	March 1, 2023 – May 31, 2023	July <del>10</del> <del>XX</del> , 2023
7	June 1, 2023 – August 31, 2023	October <del>9</del> <del>XX</del> , 2023
8	September 1, 2023 – November 30, 2023	January <del>8</del> <del>XX</del> , 2024
9	December 1, 2023 – February 29, 2024	April <del>8</del> <del>XX</del> , 2024
10	March 1, 2024 – May 31, 2024	July <del>9</del> <del>XX</del> , 2024
11	June 1, 2024 – August 31, 2024	October <del>8</del> <del>XX</del> , 2024
12	September 1, 2024 – November 30, 2024	January <del>8</del> <del>XX</del> , 2025
13	December 1, 2024 – February 28, 2025	April <del>8</del> <del>XX</del> , 2025
14	March 1, 2025 – May 31, 2025	July <del>8</del> <del>XX</del> , 2025
15	June 1, 2025 – August 31, 2025	October <del>8</del> <del>XX</del> , 2025
16	September 1, 2025 – November 30, 2025	January <del>9</del> <del>XX</del> , 2026
17	December 1, 2025 – February 28, 2026	April <del>8</del> <del>XX</del> , 2026
18	March 1, 2026 – May 31, 2026	July <del>8</del> <del>XX</del> , 2026
19	June 1, 2026 – <del>August 31, June 30, 2026</del>	<b><u>October 8, 2026</u></b> TBD
<b>20</b>	<b><u>September 1, 2026 – November 30, 2026</u></b>	<b><u>December 8, 2026</u></b>
<b>21</b>	<b><u>December 1, 2026 – December 31, 2026</u></b>	<b><u>TBD</u></b>

*\* The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

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

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.



2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, **or as requested**, as shown in Table 1: Reporting Dates.

  - a. Staff Hired and count
  - b. Contractors hired and count
  - c. Goods purchased
  - d. Capital purchases
  - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.

  - a. Project Plan
  - b. Implementation Plan
  - c. Communication Plan
  - d. Refined Budget Plan (line-item detail of proposed costs)

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

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

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

Accounting@mhsoc.ca.gov

**2. Budget Contingency Clause**

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

**3. Budget Detail**

The total amount of this Agreement shall not exceed **\$5,044,665.00 (Five million forty four thousand six hundred sixty five dollars and no cents)** ~~\$4,000,000.00 (Four million dollars and no cents.)~~ Payment shall be made in accordance with the payment schedule below.

**4. Payment Schedule**

Grantee was approved for a grant cycle that covers the number of years listed in the chart below ~~up to four years and four months~~ with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

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

<b>Funds Distribution</b>	<b>Grant Funding</b>
Program Development	\$62,397.00
Program Operations	
Year 1	<del>\$893,524.00</del> <b>\$1,046,568.00</b>
Year 2	<del>\$942,353.00</del> <b>\$1,194,025.00</b>
Year 3	<del>\$1,050,863.00</del> <b>\$1,324,237.00</b>
Year 4	<del>\$1,050,863.00</del> <b>\$1,417,438.00</b>
<b>Year 5</b>	
<b>Grant Total</b>	<del>\$4,000,000.00</del> <b>\$ 5,044,665.00</b>

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

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

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

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



## Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	El Dorado County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC049
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

### **Parties**

This Grant Agreement (Agreement) is entered into between El Dorado County Behavioral Health, a branch of county government headquartered in Placerville, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

### **Term**

This Agreement term begins on the last date of signature shown below and ends on June 30, 2026.

### **Funding Amount**

The maximum award under this Agreement is:  
\$4,000,000.00 (Four million dollars and no cents.)

### **Exhibits**

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.



Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_002 Addendum 1	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_002	Incorporated by reference

**Grant Managers**

Direct all program inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Name: Cheryl Ward	Name: Ed Manansala
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: El Dorado County Office of Education 6767 Green Valley Road, Placerville, CA 95667
Phone: (916) 775-6815	Phone: 530-295-2229
Fax: (916) 445-4927	Fax: 530-621-2543
Email: cheryl.ward@mhsoc.ca.gov	Email: emanansala@edcoe.org

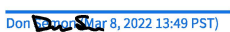
Direct all fiscal inquiries to:

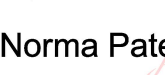
<b>MHSOAC</b>	<b>Contractor</b>
Attention: Chelsea Yuen	Name: Nita Wracker
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 3057 Briw Rd, Ste B, Placerville, CA 95667
Phone: (916) 445- 8696	Phone: (530) 295-6933
Fax: (916) 445-4927	Fax: None
Email: Accounting@mhsoc.ca.gov	Email: nita.wracker@edcgov.us



**Signatures**

This Agreement is executed between the parties by signature of their authorized representatives shown below:

<b>El Dorado County Behavioral Health</b>	
Business Address: 3057 Briw Rd., Suite B, Placerville, CA 95667-5335	
Person Signing: Don Semon	Title: Director
Signature:  <small>Don Semon Mar 8, 2022 13:49 PST</small>	Date:  03/08/2022

<b>Mental Health Services Oversight and Accountability Commission</b>	
Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814	
Person Signing: Norma Pate	Title: Deputy Director
Signature:  <small>Digitally signed by Norma Pate Date: 2022.03.09 09:40:24 -08'00'</small>	Date:  3/9/22

**EXHIBIT A:**

**SCOPE OF WORK**

**Recitals**

1. **Authority.** This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. **Funding.** This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance. This grant was awarded through a competitive bid process.
3. **Program Parameters.** This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and federal requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. **Partnership.** Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

**Objectives**

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

**Compliance**

1. **Request for Application.** The full Scope of Work is contained in RFA\_MHSSA\_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA\_MHSSA\_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. **State and Federal.** Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. **Record Retention.** Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution, the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

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

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

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

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

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

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
  - a) Number of students screened and not referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled
    7. Number of students who dropped out
    8. Number of students with IEP/504
    9. Number of students in foster care
    10. Number of students that have been in juvenile hall
  - b) Number of students screened and referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled



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

**Table 1: Reporting Dates**

Report	Reporting Period	Due to Commission*
1	Agreement Start Date – February 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 – May 31, 2022	July 8, 2022
3	June 1, 2022 – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January XX, 2023
5	December 1, 2022 – February 28, 2023	April XX, 2023
6	March 1, 2023 – May 31, 2023	July XX, 2023
7	June 1, 2023 – August 31, 2023	October XX, 2023
8	September 1, 2023 – November 30, 2023	January XX, 2024
9	December 1, 2023 – February 29, 2024	April XX, 2024
10	March 1, 2024 – May 31, 2024	July XX, 2024
11	June 1, 2024 – August 31, 2024	October XX, 2024
12	September 1, 2024 – November 30, 2024	January XX, 2025
13	December 1, 2024 – February 28, 2025	April XX, 2025
14	March 1, 2025 – May 31, 2025	July XX, 2025
15	June 1, 2025 – August 31, 2025	October XX, 2025
16	September 1, 2025 – November 30, 2025	January XX, 2026
17	December 1, 2025 – February 28, 2026	April XX, 2026
18	March 1, 2026 – May 31, 2026	July XX, 2026
19	June 1, 2026 – June 30, 2026	TBD

*\* The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

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

- 1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.
- 2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the

Attachment B

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Commission. This information is due on a quarterly basis as shown in Table 1:

Reporting Dates.

- a. Staff Hired and count
  - b. Contractors hired and count
  - c. Goods purchased
  - d. Capital purchases
  - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
- a. Project Plan
  - b. Implementation Plan
  - c. Communication Plan
  - d. Refined Budget Plan (line-item detail of proposed costs)

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

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

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

Accounting@mhsoc.ca.gov

**2. Budget Contingency Clause**

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

**3. Budget Detail**

The total amount of this Agreement shall not exceed \$4,000,000.00 (Four million dollars and no cents). Payment shall be made in accordance with the payment schedule below.

**4. Payment Schedule**

Grantee was approved for a grant cycle that covers up to four years and four months with funds allocated annually. Payment will be made available for

Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

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

<b>Funds Distribution</b>	<b>Grant Funding</b>
Program Development	\$62,397.00
Program Operations	
Year 1	\$893,524.00
Year 2	\$942,353.00
Year 3	\$1,050,863.00
Year 4	\$1,050,863.00
<b>Grant Total</b>	<b>\$4,000,000.00</b>

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

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

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

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

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. **Assignment:** This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. **Audit:** The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA\_MHSSA\_002, Appendix 1 at Federal and State Guidance.)
4. **Captions:** The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. **Confidentiality:** Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. **Counterparts:** The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. **Dispute Resolution:**
  - A. ***First Level.*** Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but

- must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
- B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- C. *Arbitration.* After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.
12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.
15. Non-Discrimination: Grantee shall not discriminate against 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. represents that this pledge extends to its obligations as an employer. Grantee also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.
17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq.* Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.
23. Subordinate Agreements:
  - A. Pass-Through. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:
    - a. Incorporate the reporting requirements in Exhibit A

- b. Incorporate the data requirements in this Exhibit A
- c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

*B. Vendors.* Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum. Grantee also agrees to include the vendor's DUNS number in said sub-contracts.

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.



# El Dorado County Office of Education

## Exhibit 1

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

El Dorado County Office of Education

\_\_\_\_\_  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual