

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25BHSOAC019

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Santa Clara County Office of Education

2. The term of this Agreement is:

START DATE

Upon Signature

THROUGH END DATE

6/30/2028

3. The maximum amount of this Agreement is:

\$9,000,000.00 (Nine million dollars and no cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	11
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-		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

Santa Clara County Office of Education

CONTRACTOR BUSINESS ADDRESS

1290 Ridder Park Drive MC 201

CITY

San Jose

STATE

CA

ZIP

95131

PRINTED NAME OF PERSON SIGNING

Dr. David M. Toston, Sr.

TITLE

County Superintendent of Schools

CONTRACTOR AUTHORIZED SIGNATURE

David Toston Sr

 Digitally signed by David Toston Sr
Date: 2026.06.22 16:11:29 -07'00'

DATE SIGNED

06/22/2026

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

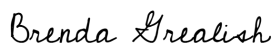
PRINTED NAME OF PERSON SIGNING

Brenda Grealish

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

06/23/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 5897 (f)

CONTRACT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Behavioral Health Services Oversight & Accountability Commission (BHSOAC), a state agency headquartered in Sacramento, California; and Santa Clara County Office of Education (Contractor), located in San Jose, CA.

II. Purpose

The Purpose of this Agreement is to establish and implement a School-Based Behavioral Health Performance Management (BHPM) system across a minimum of six (6) Local Educational Agencies (LEAs) and three (3) schools within each LEA, totaling eighteen (18) participating school sites.

III. Recitals

- A. Behavioral Health Services Act (BHSA). Proposition 1, approved by the California voters in March 2024, created the BHSA as a revision to the Mental Health Services Act (MHSA). Proposition 1 is codified at various places in the Welfare and Institutions Code (SB 326. Ch. 790, Stats. 2023.). The Commission is created at Section 5845, as it was under the MHSA. Among other changes, this enactment shifts from mental health to behavioral health focus, including substance use disorders, and is fully operative July 1, 2026. It also elevates attention on housing interventions, Full-Service Partnerships, and other behavioral health supports and services, including early interventions and related strategies to improve behavioral health outcomes.
- B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs.
- C. Behavioral Health Student Services Act (BHSSA). The BHSSA (WIC §5886) is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth in the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the

targeted population (WIC Section 5886). Funding is awarded through grants to partnerships formed between county behavioral health departments, city school districts and charter schools, and the county office of education as explained at WIC Section 5886 (a)&(b).

The BHSSA legislation requires the Commission to develop performance metrics and a monitoring system to measure and publicly report on the performance outcomes of services provided under the BHSSA grants. This contract supports that mandate by implementing and evaluating a comprehensive BHPM system.

- D. BHSSA Grants. The Commission awarded grants as BHSSA funding became available, resulting in four grant phases to fifty-seven (57) county behavioral health departments, including two city municipalities, and their LEA and community partners, as follows:

Phase #1: Eighteen (18) grants were awarded in 2020 to initiate new or strengthen existing school-county mental health partnerships.

Phase #2: Nineteen (19) grants were awarded in 2021 to fund applicants who applied for Phase 1 funding but did not receive a grant.

Phase #3: Twenty (20) additional grants were awarded in 2022 to counties that had not applied for funding in Phase 1.

Phase #4: Fifty-one (51) individual grants were awarded in 2024 to 29 counties for targeted services within four identified categories:

- Category #1: Marginalized and Vulnerable Youth [Eleven (11) grants to provide services for at-promise youth]
- Category #2: Universal Screening [Nine (9) grants]
- Category #3: Sustainability [Twenty (20) grants]
- Category #4: Other Priorities, to allow applicants to identify and address their unique needs [Eleven (11) grants]

- E. Commission Approval. On January 22, 2026 (Agenda Item 9) at its regularly scheduled Commission meeting, the Commission voted to approve the BHSSA procurement outline plan for school behavioral health performance management systems not to exceed \$9,000,000 in evaluation funds.

- F. Incorporated by Reference. The Commission's RFP BHSSA-Evaluation-002, Addendum 1 is incorporated by reference. Contractor's Application is incorporated by reference solely to the extent it describes commitments, staffing, subcontractors, deliverables, and methods that are consistent with this Contract Agreement. In the event of a conflict, this Contract Agreement, including the Scope of Work and exhibits, shall govern, followed by the RFP, and then the Contractor's Application.

IV. Definitions

For the purpose of this Agreement, the following terminology is as defined:

1. Comprehensive school mental health practice (or systems). Refers to promotion of a positive school climate and supports the mental health and wellness needs of students and school staff.
2. Learning Collaborative Group. Refers to the virtual learning collaborative activities hosted and facilitated by the Contractor for participating in LEAs and schools to bring together best practices, share challenges, and identify solutions in school-based BHPM.
3. Local Education Agency. Refers to a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools.
4. Multi-Tiered System of Supports (MTSS). Refers to a framework used by schools to ensure that every student receives the support they need to succeed academically, socially and emotionally.
5. School-based Behavioral Health Performance Management (BHPM) System. Refers to local infrastructure, systems, and capacity to collect, store, manage, and analyze school and student behavioral health data, and use it for monitoring and reporting on performance outcomes.
6. Training and Technical Assistance (TTA). Refers to all activities related to assisting LEAs and schools with improving knowledge and capacity building in school-based BHPM and tracking and monitoring student outcomes for the purpose of improving service delivery.

V. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during normal business hours, except holidays, and on other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Behavioral Health Services Oversight and Accountability Commission	Santa Clara County Office of Education
Name: Kai LeMasson	Name: Dr. Pilar Vazquez-Vialva

Address: 1812 9 th Street Sacramento, CA 95811	Address: 1290 Ridder Park Drive MC 237-YHW; San Jose, CA 95131-2304
Phone: 916-270-6648	Phone: 669-212-8672
Fax: 916-623-4687	Fax: N/A
Email: kai.lemasson@bhsoac.ca.gov	Email: pvazquezvialva@sccoe.org

Direct all billing inquiries to:

Behavioral Health Services Oversight and Accountability Commission	Santa Clara County Office of Education
Name: Chelsea Yuen	Name: Lauren Nguyen
Address: 1812 9 th Street Sacramento, CA 95811	Address: 1290 Ridder Park Drive MC242; San Jose, CA 95131-2304
Phone: 916-500-0577	Phone: (408) 453-6623
Fax: 916-623-4687	Fax: N/A
Email: accounting@bhsoac.ca.gov	Email: languyen@sccoe.org

VI. General Requirements

The following provisions govern all deliverables:

- A. Collaboration. Contractor shall work collaboratively with BHSOAC staff at all stages of creating and delivering the deliverables identified herein.
- B. Check-In Meetings. The Contractor shall participate in monthly check-in meetings with the Commission either in-person, by phone, video conference, or some other agreed-upon arrangement. In said meetings, Contractor shall provide a status update on pertinent issues such as hiring, spending or scheduling, and respond to questions from the Commission.
- C. Acceptance. This is a deliverables-based Agreement. Deliverables must be approved by the Commission before an invoice is submitted for payment.
- D. Format. Written deliverables shall be submitted in an electronic format, to be agreed upon prior to start of work.
- E. Roles and Responsibilities of Project Partners. In the development of each deliverable, the Contractor will collaborate with its partners: Stanford University School of Medicine, Deveau Burr Group, IMPACTER Pathway, Breaking Barriers California, and Applied Survey Research. As referenced in the Contractor's application, the roles of each partner are as follows:

Primary Contractor:

- *Santa Clara County Office of Education (SCCOE)*, serves as the prime contractor and is responsible for overall project leadership and executive oversight. Its responsibilities include recruitment and coordination of six LEAs and eighteen schools, program management, liaison functions with the Commission, and fiscal administration of the contract, including LEA incentive distribution. SCCOE also brings technical assistance experience centered on coaching, performance plans, communities of practice, and continuous improvement methods that support school behavioral health performance management implementation

Subcontractors:

- *Stanford University School of Medicine, Center for Populations Health Sciences, and Stanford Graduate School of Education*, will serve as a research and predictive analytics partner contributing expertise in behavioral health metrics design, predictive analytics methodology, longitudinal study design, psychometrics, educational measurement, and population health research. Stanford's Center for Population Health Sciences will contribute research expertise to the identification and selection of behavioral health performance metrics that bridge school-based and primary care outcomes and will inform cross-system analytical approaches linking school-based behavioral health screening data with population health datasets to generate predictive insights related to student attendance, behavioral indicators, and academic trajectories. Stanford will also participate in Collaborative Learning Groups and advise on data collection methodology, longitudinal study design, and equity-centered subgroup analysis. Stanford will contribute to recommendations for statewide expansion of school behavioral health performance management systems and provide expertise in data governance, regulatory compliance, data security, and privacy through its Data Core infrastructure.
- *Deveau Burr Group* will provide technical assistance, capacity building, and implementation support to participating LEAs and schools. Their responsibilities include supporting recruitment and engagement of LEAs and schools, assessing behavioral health service delivery infrastructure, providing individualized and group technical assistance, helping schools align behavioral health systems with a performance management framework, assisting with data-informed decision-making, and supporting integration with MTSS, Community Schools, and other whole-child initiatives. They will also design and facilitate training sessions and learning collaboratives focused on performance management, behavioral health systems improvement, and continuous improvement strategies, and contribute to training materials, technical assistance resources, and lessons learned for statewide expansion. Deveau Burr Group provides TTA on the Children and Youth Behavioral Health Initiative (CYBHI) Statewide Capacity Building and Technical Assistance grant and is responsible for supporting all fifty-eight (58) County Offices of Education (COEs) in building operational capacity for school-based behavioral health services.
- *IMPACTER Education Corporation*, will provide behavioral health screening and performance management expertise having developed the leading open language behavioral health screening platform in California currently operational. IMPACTER Education Corporation is

responsible for behavioral health screening platform deployment, student information system (SIS) integration, training delivery, quarterly outcome reporting, and data infrastructure support.

- *Breaking Barriers California*, housed at McGeorge School of Law, University of the Pacific, will provide strategic policy advisory and implementation/stakeholder engagement support. Their responsibilities include supporting recruitment and engagement of participating in LEAs and schools, providing TTA, facilitating learning collaboratives and communities of practice, helping partners use performance data to strengthen school-based behavioral health programs, and contributing to lessons learned and recommendations for statewide scaling and sustainability. They also provide subject matter expertise in state and local systems integration, CYBHI implementation, HIPAA/FERPA, scope of practice issues, fee schedule implementation, Medi-Cal sustainability guidance, and Final Report policy analysis.
- *Applied Survey Research*, a nonprofit social research firm with over forty (40) years of experience conducting applied research for public agencies, school districts and nonprofits across California, will serve as the project evaluator. Applied Survey Research will support the project's evaluation and research functions, including helping establish the overall program design, theory of change, and project workplan; conducting a literature review of relevant process and outcome metrics; helping create the core evaluation framework; supporting design and implementation of monthly dashboards; conducting longitudinal statistical analyses using de-identified student-level data; conducting qualitative research such as educator and counselor interviews across 18 sites; and authoring evaluation chapters of the Training Guide and Final Report.

- F. Recruitment Requirements: Within ninety (90) calendar days of the contract's date of execution, the Contractor shall recruit six (6) LEAs and three (3) schools within each LEA to participate in school-based BHPM, for a total of eighteen (18) schools. Within each LEA, an elementary, a middle and a high school should be selected for participation to comprise three (3) schools in the LEA. Contractor shall provide in writing to the Commission the efforts they undertook to ensure diverse participants in the recruitment of LEAs/schools from different California regions including urban, suburban and rural communities, and that have student populations that reflect the racial-ethnic diversity of California.
- G. Acknowledgement: Contractor shall acknowledge the Commission's support at each of its events in print and electronic format. All uses of the Commission Logo shall comply with Exhibit C: General Terms and Conditions, Commission Logo.

VI. Deliverables

Contractor will participate in monthly check-in meetings with the Commission either in-person, by phone, or some other agreed-upon arrangement. In said meetings, Contractor shall provide a status update on pertinent issues such as hiring, spending, or scheduling, and respond to questions from the Commission. Please see Exhibit B for deliverable due dates.

Deliverable 1: Recruitment Outcomes Summary. Contractor shall submit a written report that describes and summarizes recruitment, selection and assessment of readiness for LEA and school partners. Report shall include a description/summary of:

1. Recruitment and selection of six (6) LEA partners and three (3) schools within each LEA, including recruitment strategies, barriers, and challenges.
2. Documentation of how readiness indicators were considered in recruitment and selection, including, as applicable, existing behavioral health programming, MTSS infrastructure, equity considerations, and readiness to participate in behavioral health data collection and reporting.
3. Completion and documentation of executed formal participation agreements with six (6) LEAs establishing roles, responsibilities, data governance, and timelines.
4. Coordination with LEAs in selecting three (3) schools within each LEA for participation, describing how schools were selected and the rationale for selection.
5. Organizational profiles for selected LEAs and schools, including student demographics, regional context, populations served, baseline behavioral health capacity indicators, and reasons for participation.
6. Findings and lessons learned from technology, data systems, and implementation readiness assessments at all eighteen (18) selected school sites.
7. Identification of anticipated implementation supports needed for participating in LEAs and schools at project launch.

Contractor shall submit this deliverable within the timeframe set forth in Exhibit B.

Deliverable 2: Indicators, Outcomes, and Metrics Brief. The Commission will work with the Contractor to develop a Metrics Brief, as described below, that identifies indicators, outcomes, and metrics that support the performance management of school behavioral health systems. The Metrics Brief shall, at a minimum:

1. Synthesize findings from a systematic review of existing school behavioral health performance management literature on indicators, outcomes, and metrics.
2. Describe how key indicators, outcomes, and metrics were identified for use in this project and how they align with the project theory of change and performance management framework.
3. Incorporate engagement with LEAs, educators, and county behavioral health department staff to identify relevant and meaningful process and outcomes measures.
4. Identify measures that support school-level and LEA-level performance monitoring, continuous improvement, subgroup analysis, and equity-focused outcomes review.
5. Describe baseline indicators, outcomes, and metrics to be used in subsequent quarterly reporting and final evaluation activities.

Contractor shall submit a draft outline of the Metrics Brief (Deliverable 2a) and final Metrics Brief (Deliverable 2b) as outlined in the Deliverable Schedule in Exhibit B.

Deliverable 3: TTA Plan. Contractor shall submit a written, comprehensive TTA Plan, as described below, for providing ongoing training, technical assistance, coaching, and implementation support to LEA and school partners. The TTA Plan shall include clear tasks and subtasks, roles and responsibilities of the Contractor's team, timelines and milestones, and how the Contractor will track progress and measure effectiveness.

The TTA Plan will describe how Contractor shall:

1. Provide ongoing TTA, platform maintenance, and implementation support to the LEA and school partners.
2. Review each LEA and school's current behavioral health service delivery infrastructure, including data collection, reporting systems, performance monitoring practices, and procedures for using data for goal setting and tracking.
3. Develop and provide individualized and group training and capacity-building for LEA and school partners, including initial onsite training at all 18 school sites for counselors, administrators, wellness coordinators, and behavioral health staff to strengthen implementation of behavioral health performance management strategies.
4. Develop and deliver capacity-building supports, including initial onsite or implementation-startup training for school counselors, administrators, wellness coordinators, behavioral health staff, and district leads.
5. Support schools in aligning behavioral health systems with a performance management framework, including identification of key indicators, outcomes, and metrics aligned with project requirements.
6. Support integration of performance management practices within existing school frameworks such as MTSS, community schools, and other whole-child initiatives.
7. Deploy an operational behavioral health screening and performance management platform across all 18 school sites, including technology configuration, SIS integration, reporting workflows, data privacy agreements, CYBHI fee schedule activation, as well as related implementation supports.
8. Describe how ongoing platform maintenance, data quality support, reporting assistance, and implementation coaching will be provided over the course of the Contract.
9. Identify and describe how Contractor will track TA delivery, implementation progress, barriers, fidelity, and site-specific support needs.

Contractor shall submit this deliverable as set forth in Exhibit B. The Commission will provide a template for the TTA Plan on July 1, 2026, or upon contract execution.

Deliverable 4. Collaborative Learning Group Plan. Contractor shall submit a written, comprehensive Plan for convening a quarterly Collaborative Learning Group for all LEA and school partners to bring together best practices, discuss challenges, and identify solutions related to school-based performance management. At a minimum, Contractor shall describe in the Collaborative Learning Group Plan:

1. A description of the learning collaborative framework, and its connection to project goals, implementation support, and continuous improvement.
2. Methods for group facilitation of quarterly learning collaborative sessions involving LEAs, school leaders, and behavioral health partners. Methods include organizing and structuring sessions, choosing topics, and facilitating learning and discussion.
3. Procedures for structured sharing of lessons learned, promising practices, implementation barriers, and solutions. Procedures include the specific ways the Contractor will accomplish these goals.
4. A quarterly meeting schedule and proposed topics, which may include performance management, behavioral health systems improvement, data use, policy and compliance issues, sustainability, and statewide scalability.
5. Methods for incorporating stakeholder engagement and cross-agency participation, as appropriate.
6. Processes for documenting themes, recommendations, and follow-up actions arising from the Collaborative Learning Group.

Contractor shall submit this deliverable as set forth in Exhibit B.

Deliverables 5a-f: Collaborative Learning Group Summary. Contractor shall hold quarterly Collaborative Learning Group meetings and submit written summaries of each meeting. There will be a total of six (6) Collaborative Learning Group Summaries.

Each summary shall include at a minimum:

1. Meeting date, agenda, and topic(s) covered.
2. Meeting minutes or a narrative summary of content presented and discussed.
3. List of attendees and participating organizations.
4. Summary of key learnings, best practices, implementation challenges, and solutions identified during the session.
5. Documentation of policy, compliance, sustainability, or cross-system integration issues discussed, where applicable.
6. Action items, follow-up recommendations, and any implications for future technical assistance, quarterly reporting, Training Guide development, or final project recommendations.

Contractor shall submit each summary in accordance with the schedule in Exhibit B.

Deliverables 6 a-f: Student Services and Outcome Reports: Contractor shall facilitate the collection and summarization of monthly school-level data and submit quarterly written Student Services and Outcome Reports. There will be a total of six (6) Student Services and Outcome Reports. Each quarterly deliverable shall include:

1. Eighteen (18) individual school summaries, one (1) for each participating school per quarter, detailing monthly performance and trends in key student outcomes and metrics of success.
2. One (1) cross-LEA summary report per quarter, summarizing quarterly LEA trends for participating schools, commonalities across region, population served, and other relevant characteristics, as applicable.

Each Student Services and Outcome Report shall, at a minimum:

1. Summarize monthly school-level data using the project's established indicators, outcomes, and metrics framework.
2. Report on student services, screening, utilization, performance trends, and other project-defined outcomes, as applicable.
3. Include longitudinal comparisons beginning after the first reporting cycle, including year-over-year or quarter-over-quarter trend analysis, as appropriate.
4. Include subgroup disaggregation and equity-focused outcomes review in subsequent reports, as applicable.
5. Support cross-domain analysis and, where available, examination of the relationship between service receipt intensity and behavioral health outcomes.
6. Be based on data collection infrastructure and reporting templates established by Contractor for monthly school-level reporting.
7. Be structured to support later use in the Final Report and Student Behavioral Health Performance Management Training Guide.

Contractor shall submit each report in accordance with Exhibit B.

Deliverable 7: Student Behavioral Health (BH) Performance Management Training Guide. (PMTG)

Contractor shall create a School Behavioral Health Performance Management Training Guide targeted to school staff providing behavioral health services. The Training Guide shall be designed for use by school administrators, counselors, wellness coordinators, and district behavioral health leads and other relevant school staff. The Training Guide shall be based on lessons learned from this project, including TTA activities, quarterly Collaborative Learning Group sessions, and implementation experience, reporting findings, and data from the 18 participating schools. Contractor shall develop the Guide as a resource to support replication and broader expansion of school behavioral health performance management systems.

The Training Guide shall include, at a minimum, chapters on:

1. Introduction on how to create school behavioral health performance management.
2. How to create comprehensive school behavioral health practice.
3. How to create student and family engagement and buy-in for school behavioral health performance management.

4. How to conduct readiness assessments and review of current data practices.
5. How to select and implement screening platforms and related technology support.
6. How to make data-informed decisions, including goal setting, progress monitoring, and use of performance data.
7. How to create connection between behavioral health performance management to MTSS, student supports, and whole-child initiatives.
8. How to create sustainable funding pathways and implementation sustainability.
9. How to ensure quality improvement and continuous learning.
10. How to create templates, tools, reporting resources, and other implementation supports.

Contractor shall also:

1. Develop a draft outline and chapter structure informed by twelve (12) months of technical assistance delivery, quarterly collaboratives, and implementation data, as applicable.
2. In the Training Guide, the Contractor shall also incorporate best practices, lessons learned, create detailed templates for data collection and reporting, and relevant external resources.
3. Develop content addressing technology, data, and measurement, including templates for data collection and reporting.
4. Pilot test the Training Guide in two (2) to three (3) schools in one or more LEAs, collecting structured feedback from administrators and school staff, and incorporating their feedback into a final version.
5. Submit a draft outline and chapter structure of the Training Guide (Deliverable 7a) and a final pilot-tested Training Guide (Deliverable 7b) as set forth in Exhibit B.

Deliverable 8: Final Report. Contractor shall submit a written Final Report that describes the Contractor's work under this Contract, the resulting performance management approach and recommendations for how it can be replicated and scaled statewide

The Commission will provide a template for the Final Report on July 1, 2026, or upon contract execution.

The Final Report shall include, at a minimum:

1. An overview of the key indicators, outcomes, and metrics identified in the Indicators, Outcomes, and Metrics Brief, including how such indicators, metrics, and outcomes were identified.
2. An overview of participating LEAs and schools, including program characteristics, populations served, regional distribution, and baseline data on key indicators, outcomes, and metrics.
3. A comprehensive description of the project's performance management approach for replication, including the implementation science framework, TTA model, technology

platform architecture, training curricula, learning collaborative model, and complete project timeline with logic model.

4. A synthesis of implementation challenges and solutions drawn from quarterly summaries, coaching logs, fidelity data, school feedback, and other project documentation. These shall be organized by category, including adoption, technical, staffing, sustainability, and coordination, and for each challenge, a description of context, solution, outcome, and implications for future scale.
5. Documentation of subgroup analysis, equity-focused outcomes review, and statewide scalability recommendations, as applicable.
6. Analysis of policy, compliance, and systems integration issues, including how LEAs navigated HIPAA/FERPA, Medi-Cal billing, CYBHI-related considerations, and cross-system integration challenges and provide clear, detailed policy recommendations.
7. Clear findings and recommendations regarding sustainability, policy architecture, implementation support, and statewide replication.

Contractor shall support final data review and lessons-learned synthesis in connection with this deliverable. Contractor shall submit a draft Final Report (Deliverable 8a) and the Final Report (Deliverable 8b) as set forth in Exhibit B.

Deliverable 9. LEA Incentive. Contractor shall enter into a participation agreement MOUs with six (6) LEAs and provide annual incentives for each for participation in the School Behavioral Health System Management Project. The Contractor is responsible for the completion and documentation of executed formal participation agreements with the six (6) LEAs establishing roles, responsibilities, data governance, and timelines. Contractor shall share drafts of the six (6) participation agreement MOUs with Commission staff prior to execution for review and approval.

EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with Section 4 of this Exhibit B.
- B. Invoices shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Behavioral Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811

Accounting@bhsoac.ca.gov

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Budget Detail

The total amount of this Contract Agreement shall not exceed nine million dollars (\$9,000,000). Please see Santa Clara County of Education’s budget detail on file submitted with the application regarding itemized details per fiscal year.

Deliverable	Allocated Amount	Due Date
<u>Deliverable 1</u> : Recruitment Outcomes Summary	\$517,280	September 30, 2026

<u>Deliverable 2:</u> Indicators, Outcomes, and Metrics Brief 2.a Draft Brief 2.b Final Brief	\$300,000 \$217,280	October 30, 2026 November 30, 2026
<u>Deliverable 3:</u> Training and Technical Assistance (TTA) Plan	\$517,280	September 30, 2026
<u>Deliverable 4:</u> Collaborative Learning Group Plan	\$517,280	September 30, 2026
<u>Deliverable 5:</u> Collaborative Learning Group Summary 5.a Year 1 Quarter 1(September-November) 5.b Year 1 Quarter 2 (December- February) 5.c Year 1 Quarter 3 (March-May) 5.d Year 1 Quarter 4 (June-August) 5.e Year 2 Quarter 1(September-November) 5.f Year 2 Quarter 2 (December-February)	\$445,340 \$445,340 \$445,340 \$445,340 \$445,340 \$445,340	December 15, 2026 March 15, 2027 June 15, 2027 September 15, 2027 December 15, 2027 March 15, 2028
<u>Deliverable 6:</u> Student Services and Outcome Report 6.a Year 1 Quarter 1(September-November) 6.b Year 1 Quarter 2 (December- February) 6.c Year 1 Quarter 3 (March-May) 6.d Year 1 Quarter 4 (June-August) 6.e Year 2 Quarter 1(September-November) 6.f Year 2 Quarter 2 (December-February)	\$445,340 \$445,340 \$445,340 \$445,340 \$445,340 \$445,340	December 15, 2026 March 15, 2027 June 15, 2027 September 15, 2027 December 15, 2027 March 15, 2028
<u>Deliverable 7:</u> Student BHPM Training Guide 7.a Draft Brief 7.b Final Brief	\$260,040 \$173,360	December 15, 2027 April 6, 2028
<u>Deliverable 8:</u> Final Report 8.a Draft Final Report 8.b Final Report	\$260,040 \$173,360	April 1, 2028 May 15, 2028
<u>Deliverable 9:</u> LEA Incentive - Year 1 - Year 2	\$360,000 \$360,000	September 30, 2026 July 1, 2027
Total Cost	\$9,000,000	

5. Billing and Payment Conditions:

- A. Payment will not occur for each Deliverable until it has been received and approved by the Commission. Contractor is responsible for ensuring there is enough time for the Commission’s review of drafts in advance of each deliverable due date.
- B. Contractor may submit Deliverables prior to due dates. To postpone a due date, Contractor must request written approval from the Commission (email will suffice).
- C. Any insufficiency in the Deliverables may result in the withholding of one or more payments, in part or in full, although in that case the Commission shall provide Contractor with written notice and an opportunity to cure the defect (e.g., a mitigation plan).

- D. Contractor to provide a copy of each subcontract agreement that includes a detailed Scope of Work and Budget/Budget Justification of line items prior to execution date of contract. The Commission to approve each subcontract prior to execution.
- E. Upon termination, Contractor shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

6. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Contract, be at the rates currently in effect, as established by the California Department of Human Resources (CaHR).
- B. If the Cal HR rates change during the term of the Contract, the new rates shall apply upon their effective date and no amendment to this Contract shall be necessary.
- C. No travel outside the State of California shall be reimbursed with this contract.

7. Subcontractor Requirements and Expenditures

- A. Any reimbursements for subcontractors expenditure must be detailed and supported when submitting line-item reimbursement costs for this line-item expenditure.
- B. Subcontractor salaries are to be comparable to State Civil Service positions, or a strong justification is needed. Contractor to provide copies of subcontracts with subcontractors prior or when contract is executed.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. Antitrust Claims. By signing this agreement Contractor hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below:
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public Purchase" means purchase by means of competitive bids of goods, services, or materials by the Commission or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the Commission or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year of such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

3. Approval. This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The Commission's determination as to satisfactory work shall be final absent fraud or mistake.
4. Assignment. This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit. The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Contractor's records and supporting documentation pertinent to its performance. Contractor agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Contractor 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 Contractor advance written notice of any onsite audit. (Gov Code § 8546.7)
6. Captions. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. Certification Clauses. The CONTRACTOR CERTIFICATION CLAUSES contained in the document DGS CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
8. Child Support Compliance Act. For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
9. Change of Control. In the event Contractor undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.

10. Compensation. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. Confidentiality. Contractor shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of Section 30 of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.

Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Commission staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

12. Contract/Agreement is Complete. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. Copyright. Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Contractor shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.
14. Contractor-Commission Collaboration. At the request of the Commission, Contractor shall permit Commission Staff to work closely with Contractor's Staff, and Commission Staff shall be given access to Contractor's data, working papers and other written materials as needed for this purpose.

15. Counterparts. The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

16. Dispute Resolution.

- a. Contractor 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 Contractor shall submit a written statement of dispute to: Executive Director, BHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by certified mail with proof of receipt (see provisions for Notice above).
- b. Within ten (10) calendar days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- c. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled exclusively in the Superior Court of California, County of Sacramento, or in the United States District Court for the Eastern District of California, as appropriate based on jurisdiction. The parties hereby consent to the exclusive jurisdiction and venue of such courts for resolution of any disputes under this Agreement.

17. Electronic Signature. Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

18. Force Majeure. Neither the Commission nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

19. Forum Selection. The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.

20. GenAI Technology Use & Reporting. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. The Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed

GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

21. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
22. Government Purpose Rights. Contractor hereby grants “Government Purpose Rights” to the Work Product produced pursuant to this Agreement, defined as: the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. These Rights also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose. These rights do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
23. Gratuities and Contingency Fees. The Commission, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, the State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. Indemnification. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
25. Independent Contractor. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
26. Information Security. Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
27. Key Personnel. Contractor's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.
28. Litigation. The Commission, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Agreement.
- The failure of the Commission to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the Commission of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.
29. Limited License and Fair Use. Upon request, the Commission may assign Contractor a limited, non-exclusive, royalty-free License to use materials produced under this Agreement for which the Commission holds the copyright. This License shall be limited to the following purposes: research, professional publication or educational outreach. Furthermore, the Commission recognizes the Fair Use Doctrine in U.S. copyright law, by which it is permissible to use limited portions of a work including quotes for purposes such as commentary, criticism, scholarly reports and more as identified at Copyright.gov.
30. Loss Leader. If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Contract Code §10344(e)).

31. Logo. The Commission may, in its sole discretion, grant Contractor a limited, non-exclusive, non-transferable, revocable license to use the Commission's logo bearing the name "Commission for Behavioral Health (CBH)" solely in connection with Contractor's performance of its obligations under this Agreement. All uses of the logo by the Contractor must receive prior written approval from the Commission Executive Director. Contractor understands and agrees that it must adhere to the CBH Branding Guidelines posted on the Commission's website, as a condition of usage. The Commission may revoke the license granted herein at any time, with or without cause, upon written notice to Contractor.
32. Contractor understands and agrees that it must adhere to the CBH Branding Guidelines as a condition of usage. Contractor shall request a copy of the CBH Branding Guidelines from the Commission, if applicable to Contractor's work.
33. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
34. Non-Discrimination. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

35. Notice. The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party's Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that

email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.

36. Notice of Litigation. Contractor shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
37. Permits and Licenses. Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and give all notices necessary and incident to the lawful prosecution of the work.

Contractor shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the Commission in writing.

38. Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
39. Public Hearings. If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. The Commission shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by the Commission.
40. Public Records Act: This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 7920.000 *et seq.* Under a Public Records Act Request, Contractor may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
41. Publications and Reports. The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission reserves the right to authorize others to use or reproduce such materials.

If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

42. Recycling Certification. Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges comply. (Pub. Contract Code §12205).
43. Severability. In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
44. Small Business Participation and DVBE Participation Reporting Requirements.
- a. If for this Agreement, Contractor made a commitment to achieve a small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).
 - b. If for this Agreement, Contractor made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).
45. State Funds. Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:
- a. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - b. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any activities specified in this Agreement that are intended to inform, educate, and support advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the BHSA.

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

46. Subcontracts. Prior to entering any subcontract, Contractor shall obtain the Commission's prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out. Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.
47. Substitutions. Contractor's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
48. Survival. The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.
49. Termination For Cause. The Commission may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor, pursuant to Exhibit B of this Agreement, upon demand.
50. Termination Without Cause. Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Contractor for performance that is interrupted or not delivered because of termination. The Commission shall pay the Contractor for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed. The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.
51. Timeliness. Time is of the essence in this Agreement.
52. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

53. Waiver. Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
54. Worker's Compensation. Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.
55. Work For Hire. Contractor understands and agrees that all original works created and delivered under this Agreement is "work for hire" and owned by the Commission as of the time created, including the website development (programming), content and design. Contractor also grants the Commission the right to use and reproduce all Reports and data generated and delivered under this Agreement, and the Commission reserves the right to authorize another government entity to use or reproduce such materials.
56. Generative AI Disclosure Obligations.
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64 and any updates thereto)
 - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
 - c. Notification shall be provided to the State designee identified in this Contract.
 - d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
 - e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
 - f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material

breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.