

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
STANDARD SERVICES AGREEMENT

This Agreement is a contract by and between the California Mental Health Services Authority ("CalMHSA") and ORGANIZATION NAME ("Contractor").

CalMHSA desires to obtain services which are more fully described in Exhibit X hereto ("Scope of Services"), and Contractor represents that it is willing and professionally qualified to provide such services to CalMHSA.

CalMHSA agrees to retain contractor to provide services, and Contractor accepts such engagement, on the basis of the Provisions stated in the following exhibits:

- Exhibit A – Scope of Work and Timeframe
- Exhibit B – Budget Form and Narrative
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

Term: Month X, 20XX through Month X, 20XX

Funding Amount (Not to Exceed): \$XX.XX

CalMHSA

Signed: _____ Name (Printed): Wayne Clark, Ph.D.

Name and Title: Executive Director Date: _____

Address: 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA 95670

Phone: (916) 859-4800 Email: wayne.clark@calmhsa.org

Signed: _____ Name (Printed): Terence M. Rooney, Ph.D.

Name and Title: CalMHSA President Date: _____

CONTRACTOR:

Signed: _____ Name (Printed): _____

Name and Title: _____ Date: _____

Address: _____

Phone: (916) 859-4800 Email: wayne.clark@calmhsa.org

Program Representatives

For CalMHSA:

Ann Collentine, MPPA, Program Director
CalMHSA
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670
(916) 859-4800
(916) 859-4805 fax

For Contractor:

Name, Title
Organization Name
Address
City, STATE XXXXX
(XXX) XXX-XXXX
(XXX) XXX-XXXX fax

OVERVIEW

To be completed per contract.

EXHIBIT A

SCOPE OF WORK AND REPORTING TIMELINE

Deliverable No. 1: To be completed per contract

1.1 To be completed per contract

1.X To be completed per contract

Deliverable No. X: To be completed per contract

X.1 To be completed per contract

X.X To be completed per contract

Deliverable No. X: To be completed per contract

X.1 To be completed per contract

X.X To be completed per contract

REPORTING TIMELINE

DELIVERABLES		Reporting Fiscal Year 20XX-XX			
		TF 1	TF 2	TF 3	TF 4
1. Deliverable: To be completed per contract		TF 1	TF 2	TF 3	TF 4
1.1	To be completed per contract	X	X	X	X
1.X	To be completed per contract	X	X	X	X
X. Deliverable: To be completed per contract		TF 1	TF 2	TF 3	TF 4
X.1	To be completed per contract	X	X	X	X
X.X	To be completed per contract	X	X	X	X
X. Deliverable: To be completed per contract		TF 1	TF 2	TF 3	TF 4
X.1	To be completed per contract	X	X	X	X
X.X	To be completed per contract	X	X	X	X

NOTE: With this agreement, some program reporting will be required bi-annually, using the following time frames:

Time Frame 1 (TF 1) – July 1, 20XX through December 31, 20XX

Time Frame 2 (TF 2) – January 1, 20XX through June 30, 20XX

Some program reporting will be required quarterly, using the following time frames:

Time Frame 1 (TF 1) – July 1, 20XX through September 30, 20XX

Time Frame 2 (TF 2) – October 1, 20XX through December 31, 20XX

Time Frame 3 (TF 3) – January 1, 20XX through March 31, 20XX

Time Frame 4 (TF 4) – April 1, 20XX through June 30, 20XX

The Quarterly Cost Reports are due each quarter as follows:

Q1	7/1/20XX – 9/30/20XX	Delinquent on 11/30/20XX
Q2	10/1/20XX – 12/31/20XX	Delinquent on 2/28/20XX
Q3	1/1/20XX – 3/31/20XX	Delinquent on 5/31/20XX
Q4	4/1/20XX – 6/30/20XX	Due with final invoice

EXHIBIT B

BUDGET TERMS AND CONDITIONS

1. **FUNDING:** This Agreement will be funded from July 1, 20XX through June 30, 20XX. Maximum payments by CalMHSA to Contractor under this Agreement shall not exceed the amount stated on the cover of this Agreement, including all expenses, and subject to the availability of funds. CalMHSA is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

2. **BUDGET:** The Budget, the Budget Narrative and Justification, and the Scope of Work, detail the services to be performed, products to be provided and expenses to be incurred under this Agreement. This Agreement is subject to fund availability. If it is determined funds are no longer available CalMHSA reserves the right to cancel the Agreement without penalty, as described in the Budget Contingency Clause (Section 25) of Exhibit C, General Terms and Conditions.
 - A. If a Contract Manager deems it necessary to reduce, revise or stop deliverables which results in reduced scope of work, CalMHSA may hold or reduce the amount of funding under this Agreement.
 - B. Upon Contractor's request, CalMHSA's Contract Manager may approve transfers between line items. Such authorization must be in writing, and at the discretion of the Chief Operating Officer or Finance Director shall be reflected in an Agreement Amendment by an updated Budget form. Such transfers shall not result in an increase to the total budget.

3. **PAYMENT:** Contractor shall be paid only in accordance with a properly prepared invoice submitted to CalMHSA by Contractor within fifteen (15) working days from the last day of each calendar month. CalMHSA shall pay within thirty (30) working days from the date of receipt of a satisfactory invoice, subject to the conditions stated in Section 5 below. Payment shall be made to Contractor only after services have been rendered or delivery of materials or products, and acceptance has been made by CalMHSA. For this Agreement, submit the original invoice to the JPA Administrative Manager at the following:

JPA Administrative Manager
CalMHSA
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670

OR

Email to: Laura.Li@calmhsa.org

- A. Each invoice shall contain a minimum of the following information: Contractor name, invoice number and date; remittance address and phone number; the service month; remittance address; Agreement account number (provided by CalMHSA), quantities, number of hours, item/activities descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total. Contractor shall retain records of such expenditures for examination by CalMHSA, as required in Exhibit C, General Terms and Conditions.

- B. If this Agreement provides for payment of indirect costs by CalMHSA, each invoice shall contain an explanation of how indirect costs are calculated. Indirect costs shall not exceed 15% of the total funding amount. CalMHSA does not require submission of documentation for indirect costs with invoices, but Contractor shall retain records of such costs for examination by CalMHSA, as required in Exhibit C, General Terms and Conditions.
 - C. Invoices shall be rendered monthly in arrears.
4. **CONTRACTOR SUMMARY OF COSTS AND PAYMENTS:** If this Agreement calls for cost reimbursements by CalMHSA, for each quarter or portion thereof that this Agreement is in effect, Contractor shall submit to CalMHSA a summary of actual reimbursable Contractor costs and payments within sixty calendar days following the end of each fiscal quarter, and the expiration or termination of the Agreement, whichever occurs first, to reconcile costs and payments of Contractor. The final contract settlement for this Agreement shall be based on the actual allowable cost of services provided, and shall not exceed the maximum obligation of CalMHSA as stated for this Agreement. CalMHSA will withhold any monetary payments due the Contractor under this Agreement until the quarterly cost report(s) is (are) complete. No claims for reimbursement will be accepted by CalMHSA after the final cost report is submitted.
5. **PAYMENT WITHHOLDINGS:** CalMHSA may delay or withhold any monetary payments due to the Contractor for any of the following reasons (and in addition to any other remedies available at law or under this Agreement):
- A. CalMHSA shall withhold any monetary payments due the Contractor until the quarterly cost report(s) referred to in Section 4 is (are) complete.
 - B. Payment may be withheld at the discretion of the CalMHSA Finance Director or designee due to material contract non-compliance, including audit disallowances, or non-compliance with Deliverables. Material non-compliance is the failure to timely complete a deliverable, and includes failure to make progress toward completion of a deliverable to an extent that timely completion becomes infeasible.
 - C. If there are repeated performance issues, CalMHSA may elect to withhold up to 15% of the contract amount until after final settlement as noted in item 6 below.
 - D. CalMHSA will conduct a preliminary settlement under this Agreement based on the final summary of cost and payments report provided in response to Section 4. CalMHSA shall have the option:
 - i. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by CalMHSA;
 - ii. To offset such withholdings against any indebtedness of Contractor to CalMHSA.
6. **FINAL SETTLEMENT: AUDIT:** Contractor agrees to maintain and retain all appropriate records, and allow access to those records as provided in Exhibit C, General Terms and Conditions.
- A. Contractor agrees to furnish duly authorized representatives from CalMHSA and State of California access to records and to disclose to State of California and CalMHSA representatives

- all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. CalMHSA or State of California representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- B. If the appropriate court, federal or state agency, or CalMHSA, determines that all, or any part of, the payments made by CalMHSA to Contractor pursuant hereto are or were not reimbursable in accordance with this Agreement, or any other applicable provision of law, ordinance, code, regulation or contract, said payments shall be repaid on demand by Contractor to CalMHSA.
 - C. If there is a conflict between a State of California audit of the Agreement and a CalMHSA audit of the Agreement, the State of California audit shall control.
 - D. Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging CalMHSA, its officers and staff, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
 - E. At the conclusion of the services to be provided hereunder this Agreement, and as part of the content to be delivered to the CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY c/o GEORGE HILLS COMPANY, INC ("CalMHSA") and its agents pursuant to this Agreement, Contractor shall execute any documents necessary to effectuate the transfer of rights described in Section 8 of Exhibit C, General Terms and Conditions. Contractor shall also arrange for execution of any necessary documents by those subcontractors, if any, involved in the development of work as to which CalMHSA is obtaining rights pursuant to this Agreement.

BUDGET FORM AND NARRATIVE

	Request to CalMHSA	Optional In-Kind Match	TOTAL
I. DIRECT COSTS			
A. PERSONNEL - ADMIN/SUPPORT STAFF			
1. Program Staff	1,XXX	1,XXX	2,XXX
2. Administrative/Support	2,XXX	2,XXX	4,XXX
TOTAL PERSONNEL COSTS	3,XXX	3,XXX	6,XXX
B. SERVICES AND SUPPLIES			
1. Production/reproduction of materials	1,XXX	1,XXX	2,XXX
2. Office Supplies	2,XXX	2,XXX	4,XXX
3. Mileage	3,XXX	3,XXX	6,XXX
4. Other (Specify)	4,XXX	4,XXX	8,XXX
TOTAL SERVICE AND SUPPLY COSTS	10,XXX	10,XXX	20,XXX
C. EQUIPMENT			
1. Equipment	1,XXX	1,XXX	2,XXX
2. Equipment	2,XXX	2,XXX	4,XXX
TOTAL EQUIPMENT COSTS	3,XXX	3,XXX	6,XXX
D. FACILITIES			
1. Facility Costs	1,XXX	1,XXX	2,XXX
TOTAL FACILITY COSTS	1,XXX	1,XXX	2,XXX
E. CONTRACTORS			
1. Specify	1,XXX	1,XXX	2,XXX
2. Specify	2,XXX	2,XXX	4,XXX
TOTAL CONTRACTOR COSTS	3,XXX	3,XXX	6,XXX
F. OTHER COSTS			
1. Specify	1,XXX	1,XXX	2,XXX
2. Specify	2,XXX	2,XXX	4,XXX
TOTAL OTHER COSTS	3,XXX	3,XXX	6,XXX
G. TOTAL DIRECT COSTS			
TOTAL DIRECT COSTS	23,XXX	23,XXX	46,XXX
II. INDIRECT COSTS (up to 15% of Total Direct Costs)			
A. Administrative Costs	1,XXX	1,XXX	2,XXX
B. Other Indirect Costs	2,XXX	2,XXX	4,XXX
TOTAL INDIRECT COSTS	3,XXX	3,XXX	6,XXX
III. GRAND TOTAL			
GRAND TOTAL	26,XXX	26,XXX	52,XXX

BUDGET JUSTIFICATION NARRATIVE
(Request from CalMHSa, Not Including Match)

I. DIRECT COSTS

A. PERSONNEL/ADMINISTRATIVE – STAFFING SUPPORT	\$XX,XXX.XX
1. Personnel – Program Staff To be completed per contract	\$XX,XXX.XX
2. Personnel – Administration/Support Staff To be completed per contract	\$XX,XXX.XX
B. SERVICES AND SUPPLIES	\$XX,XXX.XX
1. Production/Reproduction of Materials To be completed per contract	\$XX,XXX.XX
2. Office Supplies To be completed per contract	\$XX,XXX.XX
3. Mileage To be completed per contract	\$XX,XXX.XX
4. Other (Specify) To be completed per contract	\$XX,XXX.XX
C. EQUIPMENT	\$XX,XXX.XX
1. Equipment To be completed per contract	\$XX,XXX.XX
2. Equipment To be completed per contract	\$XX,XXX.XX
D. FACILITY COSTS	\$XX,XXX.XX
1. Facility To be completed per contract	\$XX,XXX.XX
E. CONTRACTORS	\$XX,XXX.XX
1. Specify To be completed per contract	\$XX,XXX.XX
2. Specify To be completed per contract	\$XX,XXX.XX
F. OTHER COSTS	\$XX,XXX.XX

- | | |
|------------------------------|-------------|
| 1. Specify | \$XX,XXX.XX |
| To be completed per contract | |
| 2. Specify | \$XX,XXX.XX |
| To be completed per contract | |

II. INDIRECT COSTS

A. ADMINISTRATIVE COSTS – \$XX,XXX.XX

Expenses incurred in controlling and directing GHC that are not directly identifiable with financing, marketing, or production operations. The salaries of senior executives and costs of general services (such as accounting, contracting, and industrial relations) are included. Total Administrative Costs are calculated at a rate of 15%.

B. OTHER INDIRECT COSTS – \$XX,XXX.XX

TOTAL CalMHSA FUNDING – \$XX,XXX.XX

NOTE: Contractors and Subcontractors are strongly encouraged to follow CalMHSA's Travel Policy Guidelines, which are aligned with the State's Travel Reimbursement Rates.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor is not the agent or employee of CalMHSA in any capacity whatsoever and CalMHSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance under this Agreement, including the performance of the Contractor's subcontractors, even if caused by or contributed to by the negligence of an indemnitee, except that Contractor shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.
3. **INSURANCE AND BOND:** Contractor and its subcontractors on this Agreement shall purchase and maintain policies of insurance with an insurer or insurers, admitted in the State of California, and with a current A.M. Best's rating of no less than A-, which will protect Contractor and CalMHSA from claims arising out of Contractor's performance under this Agreement, regardless of whether such performance is by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include:
 - A. If Contractor has employees, Contractor shall carry workers' compensation insurance in accordance with the laws of the State of California, and such insurance shall waive subrogation against CalMHSA.
 - B. Contractor shall carry automobile liability insurance including coverage for owned, non-owned, and hired autos. Contractor shall also carry commercial general liability insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event this Agreement is for a total amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence.

- C. If applicable, Contractor shall carry professional liability insurance applicable to wrongful acts, errors or omissions that may cause financial loss to CalMHSA, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subsection C.
- D. If Contractor has employees with access to funds or financial accounts, Contractor shall maintain a commercial crime (fidelity) policy with third-party property and employee dishonesty coverage with a minimum limit of \$1,000,000.
- E. Each policy of insurance required in subsection B. above shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to CalMHSA prior to cancellation; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.
- F. Contractor shall notify CalMHSA in the event of material change in, or failure to renew each policy required under subsections A., B., or C.
- G. As to any policy of insurance required by this section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.
- H. Prior to commencing work, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. Upon request by CalMHSA, Contractor shall provide copies of any required insurance policies within 10 working days. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.
- I. If Contractor does not include all subcontractors as insureds under Contractor's own policies, Contractors shall provide CalMHSA with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and shall require that each subcontractor name CalMHSA and Contractor as additional insureds on the subcontractor's commercial general liability policy. Contractor shall obtain CalMHSA's prior review and approval of any subcontractor request for modification of the required insurance.

This Section 3 shall not apply to a Contractor that is a California public entity.

4. CONFORMITY WITH LAW AND SAFETY:

- A. In performing services under this Agreement, Contractor and its subcontractors shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies and commissions, having jurisdiction over the scope of services provided. Contractor shall indemnify and hold CalMHSA harmless from any and all liability, fines, penalties and consequences from any of Contractor's or subcontractor's failures to comply with such laws, ordinances, codes and regulations. If this Agreement concerns work that CalMHSA agreed to provide to the State or other government entity, Contractor shall also observe and comply with all applicable provisions of CalMHSA's contract with the State or other government entity, a copy of which shall be provided to Contractor, and which shall be furnished by Contractor to any subcontractors performing work under this Agreement.
 - B. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance under this Agreement, Contractor shall immediately notify CalMHSA's contract manager by telephone. Contractor shall promptly submit to CalMHSA a written report, in such form as may be required by CalMHSA of all accidents which occur in connection with this Agreement. This report must include the following information:
 - 1) Name and address of the injured or deceased person(s);
 - 2) Name and address of Contractor's subcontractor, if any;
 - 3) Name and address of Contractor's liability insurance carrier; and
 - 4) A detailed description of the accident and whether any of CalMHSA's staff, equipment, or materials were involved.
 - C. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to CalMHSA the opportunity to review and inspect such evidence, including the scene of the accident.
5. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B. Other than as specified in Exhibit B, no additional amounts will be allowed or paid for expenses incurred during performance.
6. TAXES: Payment of all applicable federal, state, and local taxes imposed on Contractor shall be the sole responsibility of Contractor.
7. CHILD SUPPORT COMPLIANCE ACT: "For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with

earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Any and all proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports and related documents (including computerized or electronic copies) first created pursuant to this Agreement, whether prepared by CalMHSA, Contractor, Contractor’s subcontractors or third parties at the request of Contractor (collectively, “Documents and Materials”) shall be considered a work for hire owned by CalMHSA. This explicitly includes the electronic copies of all above stated documentation. “Documents and Materials” does not include previously created materials acquired or produced by or on behalf of Contractor.

To the extent that the Documents and Materials fail to qualify as a work for hire, Contractor assigns to CalMHSA all copyright and other use rights in Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by CalMHSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants CalMHSA and any assignee of CalMHSA an express royalty-free license to retain and use said Documents and Materials. CalMHSA’s rights under this section shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

In Contractor’s contracts with subcontractors, Contractor shall expressly obligate them to grant CalMHSA the aforesaid rights as to Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold CalMHSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its subcontractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into its work pursuant to this Agreement, and shall defend, indemnify and hold CalMHSA harmless from any claims for infringement of patent or copyright arising out of such selection. CalMHSA’s rights under this Section 8 shall not extend to any computer software used to create such Documents and Materials.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CalMHSA shall grant to Contractor a non-exclusive license to use CalMHSA’s interest in such copyrighted work first created in the performance of this Agreement. Subject to the provisions in Section 9 (Confidentiality), such license shall grant to Contractor a non-exclusive, right to publish, reproduce, distribute, use, and make derivative works of all or any part of the copyrighted work first created in the performance of this Agreement for non-commercial, research or education purposes, and Contractor may authorize others to do the same by or on behalf of Contractor for non-commercial purposes. This explicitly includes the electronic copies of such copyrighted works.

Contractor shall grant to CalMHSA a non-exclusive license to publish, reproduce, distribute, use, and make derivative works of all or any part of "Enhanced Works," which are derivative works created with CalMHSA funds based on materials to which Contractor previously owned the copyright.

In no event shall this Agreement be interpreted to grant an express or implied license, except as expressly granted herein. The parties will effectuate the provisions of this Section 8 at the conclusion of the term of this Agreement by execution of a separate agreement that identifies the particular works being licensed, assigned or otherwise transferred pursuant to this Agreement.

9. CONFIDENTIALITY: Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify CalMHSA by notices provided in accordance with Section 10 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to CalMHSA hereunder.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Facsimile transmission: When sent by facsimile to the last known facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

Contact information for the purpose of giving notice is that stated in the Standard Service Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

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

11. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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

12. **AUDITS; ACCESS TO RECORDS:** Contractor shall make available to CalMHSA for examination any and all ledgers, books of accounts, invoices, receipts, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to CalMHSA, including any indirect costs (pursuant to cost allocation plans or otherwise) charged to CalMHSA, and shall furnish to CalMHSA such other evidence or information as CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor.

Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. To the extent that such costs include the expense of Contractor employees who also work for Contractor on other matters, Contractor shall cause the contemporaneous creation of records showing how much time such employees spend on work under this Agreement as opposed to work on other matters. If such books and records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such books and records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. CalMHSA further reserves the right to examine and reexamine said books, records and data during the three year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by CalMHSA, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after CalMHSA makes the final or last payment or within three years after any pending issues between CalMHSA and Contractor with respect to this Agreement are closed, whichever is later.

The right of CalMHSA to inspect records of Contractor under this Agreement may also be exercised by the State of California and by any California county that is a source of funds paid under this Agreement.

13. **INSPECTION OF DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Section 8 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three years following CalMHSA's last payment to Contractor under this Agreement.

It is the responsibility of Contractor to insure all documents and materials comply with applicable industry regulations and standards.

14. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

15. **EARLY TERMINATION:** CalMHSA reserves the right to suspend, terminate or abandon the execution of any work by Contractor without cause at any time upon giving to Contractor 30 days' written notice. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment, computed consistently with the requirements of this contract. If CalMHSA terminates the Agreement because Contractor has failed to perform as required under the Agreement (see Section 22), CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach. Upon receipt of notice of termination, Contractor shall stop work as of the date specified, and transfer to CalMHSA any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to CalMHSA.

16. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.

17. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

19. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
20. ADVERTISING OR PUBLICITY: Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.
21. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties, expressed in writing and signed by authorized representatives of both parties.
22. CORRECTION OF DEFICIENCIES: Failure of Contractor to comply with the provisions of this Agreement shall constitute a material breach. In the event of such a breach, CalMHSA may, at its sole discretion (and in addition to any other remedies available at law or under this Agreement):
 - A. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CalMHSA; and/or
 - B. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - C. Withhold funds pending duration of the breach; and/or
 - D. Offset against any monies billed by Contractor but yet unpaid by CalMHSA those monies disallowed pursuant to subdivision "b." of this section; and/or
 - E. Terminate this Agreement immediately.
23. SUBCONTRACTING/ASSIGNMENT: Contractor shall not assign this Agreement or its duties or obligations hereunder without CalMHSA's prior written approval. Contractor shall disclose subcontracts and subcontractors to CalMHSA, which will be deemed to have notice of those subcontractors and subcontracts disclosed in the bid or proposal. CalMHSA shall have the right to object to the engagement and terms of engagement of any subcontractor who will perform work under this agreement. A copy of this Agreement shall be provided to any subcontractors performing work under this Agreement, and such subcontractors shall agree to comply with all applicable terms, including without limitation the duty to maintain records and make them available for inspection by CalMHSA consistent with the requirements of this Agreement.
 - A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this section shall confer no rights on any party and shall be null and void.
 - B. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, and for all activities of its subcontractors relating to this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors and regardless of whether CalMHSA approved the subcontract.
24. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding

Indemnification (Section 2), Ownership of Documents (Section 8), Confidentiality (Section 9), and Audits/Access to Records (Section 12), shall survive termination or expiration.

25. BUDGET CONTINGENCY CLAUSE: It is mutually understood that CalMHSA is funded by amounts that Counties voluntarily transfer or assign to it; therefore, this Agreement is subject to fund availability. If it is determined funds are no longer available CalMHSA reserves the right to proceed with one of the following:
- A. CalMHSA may give notice to Contractor that this Agreement is cancelled and the Agreement shall no longer be in full force and effect. In the event of such cancellation, CalMHSA shall have no liability to pay further funds to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further perform any provisions of this Agreement.
 - B. CalMHSA may alternatively offer an Agreement amendment to Contractor to reflect the reduced amount available.
26. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement, or the application of any provision or part to any person or circumstance, to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions or applications of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision or application.
27. AUTHORITY TO SIGN: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
28. CalMHSA will request Contractor to provide CalMHSA a copy of Contractor's most recent compiled, reviewed or audited financial reports and may request updated reports during the term of the contract.
29. SUBSTITUTIONS: Contractor's key personnel as indicated in its proposal may not be substituted without notice to CalMHSA.
30. PROVISIONS RELATING TO DATA:
- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
 - B. "Proprietary data" is such data as the Contractor has identified as being under the Contractor's control prior to commencement of performance of this Agreement and which

- has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to CalMHSA.
 - E. Deliverable data shall be the property of CalMHSA. Proprietary data and generated data that does not constitute deliverable data shall be the property of Contractor. However, as to generated data, Contractor grants a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, produce and to authorize others to produce, translate, publish and use the data, subject to any restrictions imposed by federal and state laws protecting the confidentiality of private or individually identifiable medical information.
 - F. Prior to the expiration of the three-year retention period stated in Section 12 above and before destroying any data, Contractor shall notify CalMHSA of any such contemplated action; and CalMHSA may within 30 days of said notification determine whether or not this data shall be further preserved. If it makes such a determination, CalMHSA shall pay the expense of further preserving this data. CalMHSA shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

31. PUBLICATION OF EVALUATION DATA OR REPORTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of CalMHSA. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- C. If requested by CalMHSA, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by CalMHSA and shall supply CalMHSA with evidence thereof.
- D. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- E. After any data or documents submitted has become a part of the public records of CalMHSA, Contractor may at its own expense and upon written approval by CalMHSA, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Mental Health Services Authority (CalMHSA), but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA's Executive Director. Neither CalMHSA, nor any officer or staff thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

32. **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 Agreement at the hourly rates specified in the Contractor's proposed budget. CalMHSA shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by CalMHSA.
33. **USE OF PUBLIC FUNDS:** Contractor, including its officers and members, shall not use funds received from CalMHSA 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 expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as public funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

34. **DISCLAIMER OF RESPONSIBILITY FOR CONTENT OF CONTRACTOR'S PUBLICATIONS:**

- A. CalMHSA will not be responsible for the content of Contractor's publications, whether electronic, broadcast, printed, or otherwise.
- B. If Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make

available here. [Contractor] and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site's content.

If CalMHSA is identified as a sponsor of the site, the disclaimer should mention both Contractor and CalMHSA, as in the example above.

35. PROJECT MANAGER TERMINATION: In the event that the Project Manager that has been assigned by Contractor to this Agreement is involuntarily or voluntarily terminated during the course of performance, Contractor shall:
- A. Provide immediate (48 hours or less) notification to the CalMHSA Executive Director and Contract Manager assigned to the Agreement.
 - B. Submit a written Transition Plan and identify its interim Project Manager within fourteen calendar days.
 - C. Within 90 calendar days, identify its permanent Project Manager and arrange for a meeting between its permanent Project Manager and CalMHSA's Contract Manager.

[END OF GENERAL TERMS AND CONDITIONS]