

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY-BEHAVIORAL HEALTH
DIVISION
AND
SISKIYOU COUNTY OFFICE OF EDUCATION
FOR FISCAL YEARS 2021-2022 THROUGH 2025-2026**

This Memorandum of Understanding (“MOU”), entered into this 12th day of April 2022, by and between the SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY, BEHAVIORAL HEALTH DIVISION, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and SISKIYOU COUNTY OFFICE OF EDUCATION, hereinafter referred to as “SCOE” is made upon the following considerations:

WHEREAS, on February 1, 2022 the California Mental Health Services Oversight & Accountability Commission (“MHSOAC”) awarded COUNTY, by and through the Siskiyou County Health and Human Services Agency-Behavioral Health Division (HHS-A-Behavioral Health Division), a Mental Health Student Services Act Grant for the purpose of expanding the delivery of school-based mental health services and strengthening partnerships between education and community mental health providers through implementation of the School-Based Mental Health and Wellness Program; and

WHEREAS, implementation of the School-Based Mental Health and Wellness Program will allow for support and resources for social-emotional learning, Positive Behavioral Intervention and Support (PBIS), trauma-informed and restorative practices, prevention and early intervention services for children who are experiencing or are at risk of experiencing a mental health issues, hiring of mental health personnel in order to increase identification of children and youth in need of mental health care, mental health triage, and access to individualized formal supports and mental health treatment services for children with intensive mental health needs; and

WHEREAS, pursuant to the terms and conditions of the above-referenced Mental Health Student Services Act Grant, COUNTY is required to partner with local educational agencies in order to meet the goals and objectives of the School-Based Mental Health and Wellness Program; and

WHEREAS, COUNTY and SCOE desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the implementation of the School-Based Mental Health and Wellness Program.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

Each party hereto agrees to cooperate, coordinate and work collaboratively with the other party to implement the School-Based Mental Health and Wellness Program in accordance with the personnel, program activity and fiscal criteria, schedule and requirements set forth herein and Exhibit A - Mental Health Student Services Grant Agreement No. 21MHSOAC059 and Exhibit B - Siskiyou County Mental Health Student Services Grant Application and Exhibit C - School-Based Mental Health and Wellness Program budget which are attached hereto and incorporated herein by reference.

2. TERM:

This MOU shall begin April 12, 2022 and shall remain in full force and effect until June 30, 2026, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event the other party materially defaults in performing any obligation under this MOU or violates any local, state, or federal law, regulation, policy, procedure, standard, or other requirements applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this MOU without cause upon ninety (90) days advance written notice. Such notice shall state the effective date of the termination.
- C. Termination Due to Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide SCOE seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Reimbursement upon Termination. In the event this MOU is terminated, SCOE shall be entitled to reimbursement for any and all personnel and administrative costs and expenses incurred pursuant to the terms and conditions of this MOU through, and including, the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by SCOE.

4. REMITTANCE OF GRANT FUNDS:

- A. Reimbursement of Personnel Costs and Other Expenses. COUNTY shall remit grant funds to SCOE in an amount not to exceed a total sum of One Million Five Hundred Thirty-One Thousand Two Hundred Nineteen and no/100 Dollars (\$1,531,219.00) as full reimbursement for any and all personnel costs and other expenses incurred pursuant to the terms and conditions of this MOU. In no event shall the maximum amount paid for personnel costs and expenses incurred pursuant to the terms and conditions of this MOU exceed Two Hundred Twelve Thousand Thirty-Nine and no/100 Dollars (\$212,039.00) for grant year 2021-22 and Three Hundred Fourteen Thousand Five Hundred Twelve and no/100 dollars (\$314,512.00) for grant year 2022-23 and Three Hundred Twenty-Six Thousand Five Hundred Twelve and no/100 Dollars (\$326,512.00) for grant year 2023-24 and Three Hundred Thirty-Four Thousand Eight Hundred Seventy-Two and no/100 Dollars (\$334,872.00) for grant year 2024-25 and Three Hundred Forty-Three Thousand Two Hundred Eighty-Four and no/100 Dollars (\$343,284.00) for grant year 2025-26. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for personnel costs and expenses incurred hereunder, or terminate this MOU as provided herein.
- B. Reimbursement of Administrative Costs. County shall not remit administrative costs expenses.

- C. Reimbursement Rates. The specific reimbursement rates applicable to this MOU are set forth in Exhibit C – School-Based Mental Health and Wellness Program budget.
- D. Additional Costs and Expenses. Any additional costs and expenses not otherwise provided for in Exhibit C – School-Based Mental Health and Wellness Program budget, shall not be incurred by SCOE, or reimbursed by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amounts set forth herein shall be the responsibility of SCOE. SCOE shall notify COUNTY in advance in writing, at least THIRTY (30) days, when SCOE estimates it is within ten percent (10%) of reaching the maximum payable amounts.

5. DISBURSEMENT OF GRANT FUNDS:

In order to receive disbursement of grant funds, SCOE shall submit to COUNTY quarterly invoices itemizing any and all personnel and administrative costs and expenses incurred pursuant to the terms and conditions of this MOU by the tenth (10th) day of each month following the end of each calendar quarter. Invoices shall be in the format set forth in Exhibit D – Mental Health Student Services Invoice Form, which is attached hereto and incorporated herein by reference. SCOE shall submit a final invoice within thirty (30) days following the expiration or termination of this MOU. Payment for any and all personnel and administrative costs incurred pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after receipt of approved invoices. All invoices submitted by SCOE shall be sent to COUNTY at the following address:

COUNTY: Health and Human Services Agency, BHD
Attention: Accounts Payable
2060 Campus Drive
Yreka, CA 96097

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Health and Human Services Agency, BHD
Attention: Sarah Collard, HHSA Director
2060 Campus Drive
Yreka, CA 96097

SCOE: Siskiyou County Office of Education
Attention: Kermith Walters, Superintendent
609 South Gold Street
Yreka, California 96097

7. REPORTS:

SCOE agrees to provide, in accordance with the criteria, schedule and requirements set forth in Exhibit A – Mental Health Student Services Grant Agreement No. 21MHSOAC059 and any and all applicable local,

state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security, any and all data necessary to develop reports that may be required by local, state and/or federal agencies for compliance with this MOU. Any and all requested data shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete financial, operational and payroll records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years from the date of final payment under this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all personnel and administrative costs and expenses incurred pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities related to each party's performance hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment under this MOU. Each party hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU in accordance with any and all applicable local, state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because either party's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed.

9. MONITORING:

SCOE agrees that COUNTY has the right to review and monitor, in accordance with any and all local state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security, any and all records, policies, procedures and activities related its performance hereunder, in order to ensure compliance with the terms and conditions of this MOU. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of SCOE's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Legal Compliance. In the performance of this MOU, each party may receive individual-level data and other information, including, without limitation, information relating to a student's physical or mental

health that may constitute “Protected Health Information” and/or “Education Records,” as defined by applicable statute, that is confidential under local, state or federal law (“Confidential Information”). Each party hereby agrees to protect all Confidential Information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards pertaining to confidentiality, privacy and data security, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; Article 1, Section 1 of the California Constitution, California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; California Education Code Sections 49062, et seq.; the California Information Practices Act of 1977, California Civil Code Sections 1798, et seq.; the California Confidentiality of Medical Information Act (“CMIA”), California Civil Code Sections 56, et seq.; the California Patient Access to Health Records Act (“PAHRA”), California Health and Safety Code Sections, 123100, et seq.; the Richard B. Russell National School Lunch Act, as amended, Sections 1751, et seq. of Title 42 of the United States Code (“U.S.C.”); the United States Family Educational Rights and Privacy Act of 1974 (“FERPA”), as amended, 20 U.S.C. Section 1232g; the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Public Law 111-005; the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191, and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Use and Disclosure of Confidential Information. Neither party shall use or disclose Confidential Information obtained pursuant to the terms and conditions of this MOU in any manner that would constitute a breach of this MOU or a violation of any applicable local, state or federal laws, regulations or standards.
1. Confidential Information obtained pursuant to the terms and conditions of this MOU shall not be used for any purpose other than carrying out each party’s duties and obligations hereunder. In no event shall any Confidential Information obtained pursuant to the terms and conditions of this MOU be used for personal gain or profit.
 2. Each party shall use a secure, mutually agreed upon, means and schedule for transferring Confidential Information obtained pursuant to the terms and conditions of this MOU.
 3. Any and all individual-level data obtained pursuant to the terms and conditions of this MOU shall not be disclosed or released without prior written consent from the party that provided such individual-level data.
 4. Any and all Education Records obtained pursuant to the terms and conditions of this MOU shall be disclosed or released without prior written consent of the student’s parent or guardian, unless the information being disclosed has been identified by SCOE as “directory information” as that term is defined by FERPA and any other applicable local, state and federal laws, regulations and standards.
 5. De-identified statistical data obtained pursuant to the terms and conditions of this MOU shall not be considered Confidential Information and may be disclosed without the consent required by

FERPA, HIPAA or any other local, state or federal law, regulation or standard pertaining to the disclosure of Confidential Information.

- C. Safeguarding Confidential Information. Each party shall, in accordance with any and all applicable local, state and federal laws, regulations and standards, develop and implement appropriate administrative, physical and technical safeguards regarding the processing, storage and transmission of Confidential Information obtained pursuant to the terms and conditions of this MOU in order to prevent the improper use or disclosure of such Confidential Information. Each party shall utilize any and all procedures and systems necessary to ensure that all Confidential Information obtained pursuant to the terms and conditions of this MOU is kept in a secure manner that prevents the interception diversion or other unauthorized access to such Confidential Information, including, without limitation, storing any and all Confidential Information in paper form in locked file cabinets or rooms and requiring the use of secured passwords to access computer databases used to process, store or transmit Confidential Information.
- D. Personnel Controls. Each party shall limit access to Confidential Information obtained pursuant to the terms and conditions of this MOU to only those with legitimate interests in such information, and instruct all staff and subcontractors with access to Confidential Information about the requirements pertaining to the use and disclosure of such Confidential Information. Any and all staff and subcontractors who have access to Confidential Information obtained pursuant to the terms and conditions of this MOU shall agree to be subject to the same use and disclosure restrictions and conditions that apply to each party hereunder. Each party hereby agrees to obtain written approval from the other party prior to engaging any subcontractors to perform any of its duties or obligations hereunder, which require access to Confidential Information obtained pursuant to the terms and conditions of this MOU.
- E. Destruction of Confidential Information. Any and all Confidential Information obtained pursuant to the terms and conditions of this MOU shall be destroyed, in accordance with any and all applicable local, state and federal laws regulations and standards, when it is no longer needed for the purposes of this MOU. In no event shall Confidential Information obtained pursuant to the terms and conditions of this MOU be kept later than ten (10) years from the date such Confidential Information is first obtained.
- F. HIPAA Business Associate Agreement. Each party hereby agrees to adhere to the terms and conditions set forth in Exhibit E – County of Siskiyou HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- G. Continuing Confidentiality Compliance. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with any and all applicable local, state and federal laws, regulations, policies, procedures and/or standards pertaining to confidentiality, privacy and data security.
- H. Survival. The confidentiality requirements set forth herein shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws, regulations or standards. COUNTY reserves the right to monitor SCOE performance hereunder in order to ensure compliance with the requirements set forth herein. In the event COUNTY has any concerns about discrimination, COUNTY shall file a written complaint with SCOE, which shall be investigated under SCOE's Uniform Complaint Procedures as required by Sections 4600, et seq. of Title 5 of the California Code of Regulations ("C.C.R.").
- B. Nondiscriminatory Delivery of Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Education Code Sections 220, et seq.; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in 2 C.C.R. Sections 8100, et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this MOU, each party certifies that it will provide a drug-free workplace in accordance with the requirements of the drug-Free Workplace Act of 1990, California Government Code Sections 8350, *et seq.*, through accomplishment of all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The party's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon the employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that each employee responsible for carrying out the parties' duties and obligations hereunder will:
 - 1. Receive a copy of the party's Drug -Free Policy Statement; and
 - 2. Agree to abide by the party's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the requirements may result in termination of this MOU and/or ineligibility for award of future contracts.

13. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.

- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

14. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations hereunder, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies.
- B. Insurance Notices. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: Health and Human Services Agency, BHD
Attention: Accounts Payable
2060 Campus Drive
Yreka, CA 96097

SCOE: Siskiyou County Office of Education
Attention: Kermith Walters, Superintendent
609 South Gold Street
Yreka, California 96097

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that any and all personnel hired pursuant to the terms and conditions of this MOU shall be employees of the hiring party, and shall not be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation, regardless of any supervision authority the other party may have over such personnel. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder,

including, without limitation, the federal accessibility standards set forth in 36 C.F.R Section 1194.1, all as may be amended from time to time.

- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

19. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

20. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements, contracts or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU which may then exist on the part of SCOE. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and SCOE shall promptly refund, any funds disbursed to SCOE, which COUNTY determines were not expended in accordance with the terms and conditions of this MOU.

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

25. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual written consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

26. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this MOU, the parties shall make every reasonable attempt to resolve the problem within thirty (30) days of becoming aware of the dispute. Each party agrees to cooperate with the other party in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations regarding resolution of the dispute. Senior representatives of the parties shall meet in person, at a mutually agreeable location in Siskiyou County, within thirty (30) days of receiving written notice of a dispute, unless otherwise agreed upon by the parties. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar local, state law, regulation or rule of court. Each party further agrees that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

28. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Siskiyou unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU prior to such interviews taking place; and the other party shall be entitled to have a representative present at such interviews. Any and all informational material related to this MOU shall be released in accordance with any and all applicable local, state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security. All notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by the other party or not.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Reimbursement Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this MOU.

32. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

33. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

34. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

35. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of

government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

36. **ENTIRE AGREEMENT:**

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

37. **COUNTERPART EXECUTION:**

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU, and any amendments hereto, for all purposes.

38. **AUTHORITY TO EXECUTE:**

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

LIST OF EXHIBITS:

Exhibit A – Mental Health Student Services Grant Agreement No. 21MHSOAC059

Exhibit B – County of Siskiyou Mental Health Student Services Grant Application

Exhibit C – School-Based Mental Health and Wellness Program Budget

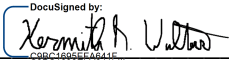
Exhibit D – School-Based Mental Health and Wellness Program Invoice Form

Exhibit E – County of Siskiyou Business Associate Agreement

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.


SISKIYOU COUNTY OFFICE OF EDUCATION:

By: 
DocuSigned by: Kermith Walters
C9BC1895EEA641C

Date: 7/25/2022

Kermith Walters, Superintendent

SISKIYOU COUNTY HUMAN SERVICES AGENCY:


By: 
DocuSigned by: Dr. Sarah Collard
E7262E94846E42B

Date: 7/25/2022

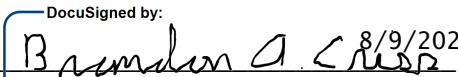
Sarah Collard, Ph.D., Director

ATTEST:

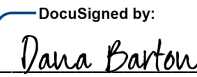
Laura Bynum,
Clerk, Board of Supervisors

By: 
DocuSigned by: Wendy Winningham
CEF1C53AD1A5444...

COUNTY OF SISKIYOU:

 ^{8/9/2022}
DocuSigned by: Brandon A. Criss
41180BC51638437
Brandon A. Criss, Chair
Board of Supervisors
County of Siskiyou, State of California

APPROVED AS TO LEGAL FORM:

By: 
DocuSigned by: Dana Barton
8D75D7D4E927484
Edward J. Kiernan, County Counsel

Date: 8/8/2022

TAXPAYER I.D. On File

APPROVED AS TO ACCOUNTING FORM:

<u>FUND</u>	<u>ORG</u>	<u>ACCOUNT</u>
TBD 2169	401030	723000

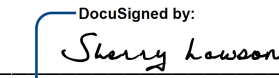
If not to exceed, include amount not to exceed: \$1,531,219.00

FY 21/22	FY22/23	FY23/24	FY24/25	FY25/26	TOTAL
\$212,039.00	\$314,512.00	\$326,512.00	\$334,872.00	\$343,284.00	\$1,531,219.00

By: 
DocuSigned by: Diane L. Olson
3EP54D72668C410
Diane Olson, Auditor-Controller

Date: 8/9/2022

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
DocuSigned by: Sherry Lawson
E3B9CF3F1194490
Melissa Cummins, Risk Management

Date: 8/9/2022



Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Siskiyou County Health and Human Services, Behavioral Health Division
AGREEMENT NUMBER:	21MHSOAC059
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

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

Term

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

Funding Amount

The maximum award under this Agreement is: \$2,500,000.00
(Two million five hundred thousand dollars and no cents)

Exhibits

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

State of California

MHSOAC Form 213
21MHSOAC059

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

Grant Managers

Direct all program inquiries to:

MHSOAC	Contractor
Name: Cheryl Ward	Name: Tracie Lima
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: Siskiyou County Behavioral Health 2060 Campus Drive Yreka, CA 96097
Phone: 916-775-6815	Phone: 530-841-2230
Fax: 916-445-4927	Fax: 530-841-4702
Email: Cheryl.Ward@mhsoca.ca.gov	Email: tlima@co.siskiyou.ca.us

Direct all fiscal inquiries to:

MHSOAC	Contractor
Attention: Chelsea Yuen	Name: Rose Bullock
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: Siskiyou County Behavioral Health 2060 Campus Drive Yreka, CA 96097
Phone: (916) 445- 8696	Phone: 530-841-4732
Fax: (916) 445-4927	Fax: 530-841-4133
Email: Accounting@mhsoc.ca.gov	Email: rbullock@co.siskiyou.ca.us

State of California

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Signatures

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

Siskiyou County Health and Human Services, Behavioral Health Division	
Business Address: 2060 Campus Drive Yreka, CA 96097	
Person Signing: Brandon Criss	Title: Board Chair
Signature: <i>Brandon A. Criss</i>	Date: <i>4/15/2022</i>

Mental Health Services Oversight and Accountability Commission	
Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814	
Person Signing: Norma Pate	Title: Deputy Director
Signature: Norma Pate <small>Digitally signed by Norma Pate Date: 2022.04.12 08:16:22 -0700</small>	Date: 4/12/22

ATTEST:
LAURA BYNUM
County Clerk & Ex-Officio
Clerk of the Board

By: *Wendy Dyer*
Deputy

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Exhibit A

Siskiyou County Health and Human Services,
Behavioral Health Division
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EXHIBIT A:

SCOPE OF WORK

Recitals

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

Objectives

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

Compliance

1. **Request for Application.** The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. **State and Federal.** Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

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Exhibit A

Siskiyou County Health and Human Services,
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3. **Record Retention.** Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution, the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

Funding (RFA, Section V.E)

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

Expenditure Reporting (RFA, Section VIII. A.)

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

Data Reporting (RFA, Section VIII.A.)

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

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Exhibit A

Siskiyou County Health and Human Services,
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- b) Number of students screened and referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group
 4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504
 9. Number of students in foster care
 10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

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

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

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Exhibit A

Siskiyou County Health and Human Services,
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Performance Reporting (RFA, Section VII.A.)

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

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1:
Reporting Dates.
 - a. Staff Hired and count
 - b. Contractors hired and count
 - c. Goods purchased
 - d. Capital purchases
 - e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
 - a. Project Plan
 - b. Implementation Plan
 - c. Communication Plan
 - d. Refined Budget Plan (line-item detail of proposed costs)

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

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Exhibit B

Siskiyou County Health and Human Services,
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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

Accounting@mhsoc.ca.gov

2. Budget Contingency Clause

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

3. Budget Detail

The total amount of this Agreement shall not exceed \$2,500,000.00 (Two million five hundred thousand dollars and no cents). Payment shall be made in accordance with the payment schedule below.

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Exhibit B

Siskiyou County Health and Human Services,
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4. **Payment Schedule**

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

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

Funds Distribution	Grant Funding
Program Development	\$141,511.00
Program Operations	
Year 1	\$503,330.00
Year 2	\$536,475.00
Year 3	\$655,886.00
Year 4	\$662,798.00
Grant Total	\$2,500,000.00

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

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

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

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

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

1. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. **Assignment:** This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. **Audit:** The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA_MHSSA_002, Appendix 1 at Federal and State Guidance.)
4. **Captions:** The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. **Confidentiality:** Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. **Counterparts:** The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. **Dispute Resolution:**
 - A. ***First Level.*** Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but

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Exhibit C

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

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gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Grantee also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

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

- a. Incorporate the reporting requirements in Exhibit A

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Exhibit C

Siskiyou County Health and Human Services,
Behavioral Health Division
21MHSOAC059

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

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

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

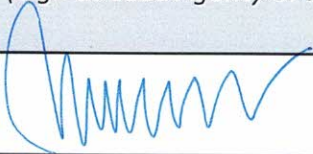
Exhibit B
MENTAL HEALTH STUDENTS SERVICES ACT
GRANT APPLICATION
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Attachment 7: Payee Data Record (Std 204)	19
Indirect Cost Rate Certification	20

ATTACHMENT 1: APPLICATION COVER SHEET

**Mental Health Student Services Act
Grant Application Cover Sheet**

Provide the information related to the partnership below.

Name of County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title	
Siskiyou County Health and Human Services Agency, Behavioral Health Division	Sarah Collard, PHD HHSA/MHP Director	
Director or Designee Signature <i>(Sign as Lead Agency or sign to authorize the Lead Agency listed below, if not the county/city)</i>		Date
		1/13/22

DUNS number of the County and/or City Mental Health/Behavioral Health Department: 125547724

Provide the Lead agency information if it is not the County and/or City Mental Health/Behavioral Health Department

Name of Lead Agency	Director or Designee Name and Title	
Director or Designee Signature		Date

County and/or City Mental Health/Behavioral Health Department Applicant has not applied for and/or has not received a previous MHSSA grant from the Commission (initial): sc

I HEREBY CERTIFY under penalty of perjury that I have the authority to apply for this grant; that we have not applied and/or received previous MHSSA funds and that this grant Application is consistent with the terms and requirements of the Commission's Request for Application for the Mental Health Student Services Act.

Mental Health Services Oversight and
Accountability Commission

RFA_MHSSA_002
Mental Health Student Services Act

If this is a joint effort with another County and/or City Mental Health/Behavioral Health, list all additional participants to the application. *(Add lines as needed)*

Additional County and/or City Mental Health/Behavioral Health Departments	Director or Designee	Date Signed
1.	Name:	
	Signature:	
2.	Name:	
	Signature:	

List all school districts in the partnership for this application <i>(Add lines as needed)</i>
1. Grenada Elementary School District
2.
3.

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. *(Add lines as needed)*

Name of Educational Entity	Director or Designee	Date Signed
1. Siskiyou County Office of Education	Name: Kermith Walters	1/11/2022
	Signature: <i>Kermith R. Walters</i>	
2.	Name:	
	Signature:	

Applicant/Lead Grant Coordinator Contact Information:

Name:	Tracie Lima, LCSW
Title:	Clinical Director of Behavioral Health
Email:	tlima@co.siskiyou.ca.us
Phone Number:	530-841-2230

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ATTACHMENT 2: INTENT TO APPLY

This Attachment is required to be submitted to be eligible to receive a grant. See due state stated in Table IV-I Key Action Dates.

The form may be submitted by email to the Procurement Official below, but the original signed copy must be submitted with the final Application.

Procurement Official:

Cheryl Ward
Mental Health Services Oversight and Accountability Commission
MHSOAC@mhsoac.ca.gov

Subject Line: RFA_MHSSA_002

We intend to submit an Application for the MSHAOC RFA_MHSSA_002: X

The individual to whom all information regarding this solicitation shall be transmitted is:

Name:	Sarah Collard		
Address	2060 Campus Dr.		
City, State and ZIP Code:	Yreka, CA 96097		
Telephone:	530-841-2761	FAX:	530-841-4799
E-Mail:	scollard@co.siskiyou.ca.us		

List all counties, and/or city mental health/behavioral health departments covered under this Intent to Bid. If this is a joint effort, the lead county shall be listed first and sign the Intent to Apply. (Add lines as needed)

Counties, and/or city mental health/behavioral health departments	
1.	
2.	
3.	
4.	

List all School Districts participating in this application. If a School District is the lead, identify which one. (Add lines as needed)


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School Districts	
1.	Grenada Elementary School District
2.	
3.	
4.	
5.	
6.	

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. If an Educational entity is the lead, identify which one. *(Add lines as needed)*

Educational entities (County Office of Education and/or Charter School(s))	
1.	Siskiyou County Office of Education
2.	
3.	

Authorized Signor:


Name (Signature)

Sarah Collard, Director, Dept of Health & Human Services

Name and Title (Print)

scollard@co.siskiyou.ca.us

Email

November 15, 2021

Date

Siskiyou

County

(530) 841-2700

Telephone

ATTACHMENT 3: ECONOMICALLY DISADVANTAGED COMMUNITIES

Applicants must show how they meet the Economically Disadvantaged Communities requirement by providing the following program information for each school in the proposed MHSSA program

Economically Disadvantaged Communities					
VI.B.	Enrollment Data				
		School District (Name)	School (Name)	Title 1 (Y/N)	Total Enrollment (Count)
1	Big Springs Elementary District	Big Springs Elementary	Y	178	86
2	Bogus Elementary School District	Bogus Elementary	N	20	13
3	Butte Valley Unified	Butte Valley Elementary	Y	189	77
4	Butte Valley Unified	Butte Valley High	Y	87	31
5	Delphic Elementary	Delphic Elementary	Y	59	30
6	Dunsmuir Elementary	Dunsmuir Elementary	Y	81	64
7	Dunsmuir Joint Union HS	Dunsmuir High School	Y	54	33
8	Forks of Salmon Elementary	Forks of Salmon Elementary	N	8	0
9	Gazelle Union Elementary	Gazelle Elementary	N	38	23
10	Grenada Elementary	Grenada Elementary	Y	204	46
11	Happy Camp Union	Happy Camp Elementary	Y	97	47
12	Hornbrook Elementary	Hornbrook Elementary	Y	81	34
13	Junction Elementary	Junction Elementary	N	18	8
14	Klamath River Union	Klamath River Elementary	Y	10	6
15	Little Shasta Elementary	Little Shasta Elementary	N	16	10
16	McCloud Union Elementary	McCloud Elementary	Y	59	34
17	Montague Elementary	Montague Elementary	Y	182	115
18	Mt. Shasta Union Elementary	Mt. Shasta Elementary	Y	176	70
19	Mt. Shasta Union Elementary	Sisson School	Y	304	93
20	Scott Valley Unified School District	Etna Elementary	Y	120	53
21	Scott Valley Unified School District	Etna Union High School	Y	184	80
22	Scott Valley Unified School District	Ft. Jones Elementary	Y	146	66
23	Scott Valley Unified School District	Scott Valley Jr. High	Y	145	63
24	Seiad Elementary	Seiad Elementary	N	9	2
25	Siskiyou Union HSD	Happy Camp High School	Y	56	35
26	Siskiyou Union HSD	McCloud High School	Y	24	10
27	Siskiyou Union HSD	Mt. Shasta High School	N	270	83

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28	Siskiyou Union HSD	Weed High School	Y	187	82
29	Weed Union Elementary	Weed Elementary	Y	298	191
30	Willow Creek Elementary	Willow Creek Elementary	Y	34	24
31	Yreka Union Elementary	Evergreen Elementary	Y	408	230
32	Yreka Union Elementary	Jackson Street School	Y	487	261
33	Yreka Union High School	Discovery High School	Y	38	28
34	Yreka Union High School	Yreka High School	Y	654	265
35	Golden Eagle Charter School	Golden Eagle Charter School	Y	573	321
36	Northern United Charter School - Siskiyou	Northern United Charter School - Siskiyou	Y	184	114

ATTACHMENT 4: PROPOSED PLAN

Proposed Plan	
VI.C	<p>Provide a brief program plan that describes the MHSSA program being implemented and how funds will be used in support of the MHSSA program</p> <p>It is the intent of Siskiyou County Health and Human Services Agency, Behavioral Health Division (SCBHD) to apply for MHSSA funds in collaboration with Grenada Elementary School and the Siskiyou County Office of Education (SCOE) for the purpose of promoting school-based mental health and wellness. Social-emotional learning (SEL) has become a focus for many schools and is an umbrella term that encompasses MTSS, PBIS, and Restorative Practices, to name a few. Last year, the CalHOPE Student Support Funding allowed SCOE to collaborate with 19 school districts to provide SEL education and services. Of the 27 school districts in Siskiyou County, 8 districts participated in the community of practice training, which is the beginning level of SEL, and 5 districts made up of 11 K-12 schools were successful in moving to an implementation phase that included only Tier 1 interventions. The focus for the MHSSA grant is to continue to build upon the work that was done last year and advance all willing school districts into full implementation of all Tiers of the SEL program.</p> <p>The development of a program to support school-based mental health and wellness across all K-12 schools in Siskiyou County will marry the structure of the Multi-Tiered System of Supports (MTSS) with the social-emotional learning competencies from the Collaborative for Academic, Social and Emotional Learning (CASEL). According to CASEL, SEL is a process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and make responsible and caring decisions (casel.org 2020). MTSS is the system most schools use to identify and support enrolled students and families. There are three tiers for promoting school-based mental health and wellness and academic success. Tier 1 is School Wide Prevention and Community Outreach and includes support for all students, staff and parents/community; Tier 2 provides more specific support for small groups or individuals to address academic or SEL concerns; and Tier 3 often addresses longer term, individual support for academic and mental health and wellness concerns.</p> <p>SCBHD is entering into a collaborative relationship with Grenada Elementary School, and SCOE. The purpose of this collaboration is to promote school-based mental health and wellness by fostering preventative measures through training and education for school administrators, teachers, paraeducators, parents/community and other local youth-serving organizations, bringing needed counseling services and other support services into the schools and improving the accessibility and linkage to appropriate level of mental health services to children. SCBHD intends to create a new position (Program Coordinator) to aid in access and linkage to speciality mental health services within the County as well as linkage to appropriate lower levels of care. SCBHD will also seek to hire two Behavioral Health Specialists to meet the needs of students identified through the SEL screening process with moderate to severe mental health issues. Students that qualify for Speciality Mental Health Services will be referred to a newly hired and dedicated Clinician that will provide school based counseling services. SCOE will hire two</p>

Behavioral Health Specialists that will focus on providing Tier 2 and 3 services. The SCBHD and SCOE Behavioral Health Specialists will work together to ensure that all students receive the appropriate level of service. The SCBHD Program Coordinator will work closely with all participating schools to aid in linking students to appropriate services to treat mental health issues, as well as linkage to preventative services within the community. The Siskiyou County Office of Education plans to create a "School-based Mental Health and Wellness" division to support the provision of a full range of mental health and wellness supports across all three MTSS levels.

Grenada Elementary School was one of the eleven schools that participated in the training and implementation of SEL last year, and has fully embraced the tenants of this program. Our partnership with Grenada Elementary School will serve as a pilot school to expand school-based mental health and wellness across all three MTSS tiers before rolling out similar programs and initiatives to the remaining Siskiyou County schools. A primary goal of this partnership is to assist the Grenada Elementary School and community in becoming a model for schools and communities across Siskiyou County. SCBHD will work directly with this school to assist them in obtaining SEL training for existing school personnel to take a lead in providing Tier 2 and 3 interventions. SCBHD will utilize Behavioral Health Specialists to provide limited Tier 2 and 3 services to students who may meet the Speciality dMental Health level of care. For those students that do not require this level of care, SCBHD will assist the school in linkage to the appropriate level of care for services and prevention of serious mental illness. SCOE will use the model developed with Grenada Elementary School and partner with SCBHD to expand similar services and supports to all Siskiyou County schools and districts for professional development and training to implement Tier 2 and 3 services.

The MHSSA funds will be utilized to staff necessary positions at both SCBHD and SCOE to administer the program described above. SCBHD plans to hire one Program Coordinator, two Behavioral Health Specialists, and one Clinician to support the increased need of school-based services to those students who exhibit moderate to severe mental health impairments and to facilitate linkage to lower levels of counseling and prevention services. SCBHD will collaborate and coordinate directly with SCOE to support Siskiyou County schools transition to full implementation of SEL curriculum. Funds will be used for positions, capital outlay, and goods. Please refer to the Program Development and Operations budget section.

SCOE plans to hire a Director of school-based mental health and wellness, two Behavioral Health Specialists, and one Administrative Secretary. The Director will aid in the facilitation of trainings for administrators and teachers for Adult and Student SEL, professional development for integrating grade-level and content-based SEL instructional strategies, training of school staff for universal screening of SEL competencies, development of a school-level referral system for Tier 2 and Tier 3 supports, site-based instructional coaching, parent/community-based training to educate parents on the importance of SEL for their children and overall family wellness, as well as other supports necessary to enhance the mental health and wellness of entire school communities. The funds will be utilized to fund off-site and out-of-county training; contract for services, including Aperture, a universal screening program and a data collection system that is already in use, to track the number of students who have been screened under SEL, track their progress, and map outcomes; goods, such as SEL curriculum or materials; and capital outlays, such as computers, furniture and vehicles. Funds will also be used to comply with all reporting requirements and administrative costs.

VI.C	<p>Provide a brief explanation of what will be accomplished during each of the following phases:</p> <p>January 2022 - February 2022</p> <ul style="list-style-type: none"> ● MHSSA Grant Awarded ● Identify key staff at SCBHD, SCOE and GES ● Process MOUs between SCBHD and the 2 grant partners - SCOE and GES ● SCBHD will hire One Program Coordinator who will provide linkage to appropriate levels of services within the County. ● Siskiyou County teachers, paraeducators and school staff will be invited to attend a Siskiyou SEL Community of Practice to educate participants in adult and student social emotional learning. <p>February 2022 - March 2022</p> <ul style="list-style-type: none"> ● Grant partners will collaborate to develop a school-level needs assessment survey to identify existing school-based mental health and wellness strengths and weaknesses. ● SCOE will initiate a recruiting and hiring process to staff the positions of Director of School-based Mental Health and Wellness, two Behavioral Health Specialists to provide Tier 2 and 3 Wellness, and an Administrative Secretary. ● Necessary supplies and equipment for grant administration will be ordered. ● School administrators will review and administer needs assessment surveys to school staff and community members. ● Siskiyou County teachers, paraeducators, school staff, and SCBHD program coordinator will be invited to attend a Siskiyou SEL Community of Practice to educate participants in adult and student social emotional learning. <p>March 2022 - April 2022</p> <ul style="list-style-type: none"> ● Grant partners will use a strengths, weaknesses, opportunities and threats (SWOT) protocol to analyze the needs assessment survey results. The findings from this analysis will be used to develop a Program Plan that complies with MHSSA (WIC 5886) and the Federal Requirements for the grant period July 2022 - June 2026. ● Work with the Commission and other MHSSA counties to learn from others about developing a plan and explore program sustainability options. ● Grant partners will develop a referral protocol for SCBHD Speciality Mental Health Services, as well other appropriate service providers within the community.. ● Siskiyou County teachers, paraeducators and school staff will be invited to attend a Siskiyou SEL Community of Practice to educate participants in adult and student social emotional learning. ● Review Progress with MHSSA Commission <p>April 2022 - May 2022</p>
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- Grant partners will collaborate and establish an implementation plan and program operation timeline, a communication plan and a refined budget, as per the templates provided upon contract execution.
- SCOE will conclude the recruiting and hiring process for identified needs.
- The grant partners will develop materials for school participation in the School-based Mental Health and Wellness Program.
- Siskiyou County teachers, paraeducators, school staff, and SCBHD team will be invited to attend a Siskiyou SEL Community of Practice to educate participants in adult and student social emotional learning.
- Review Progress with MHSSA Commission
- Pilot referral process with teachers and staff at GES (Grenada Elementary School).

May 2022 - June 2022

- Share School-based Mental Health and Wellness materials with school administrators and identify Year 1 participating schools.
- Review implementation plan, program operation timeline, communication plan and refined budget with Commission for approval.
- Prepare and submit grant deliverables.

July 2022 - June 2023

- Register the 11 Siskiyou County schools currently identified as SEL Implementation Sites.
- Register 6 to 7 new schools as SEL Implementation Sites
- Provide monthly professional development for educators across Siskiyou County.
- Contract with Aperture and facilitate roster integration for existing and new schools for the 22-23 school year.
- SCBHD will hire two Behavioral Health Specialists and one Clinician.
- Work with SEL Site Implementation Teams to identify school-wide needs and develop plans for MTSS Tier 1, Tier 2 and Tier 3 interventions.
- Train school staff to identify and refer students, who need clinical mental health interventions, to SCBHD and other appropriate community providers.
- SCBHD Behavioral Health Specialists will provide MTSS Tier 2 services and the Clinician will provide Tier 3 mental health supports to students who exhibit moderate to severe mental health impairments on site and within Siskiyou County schools.
- Host parent/community events to raise awareness of the benefits of social-emotional learning and reduce the stigma associated with mental health.
- SCOE Behavioral Health Specialists will work with individual school sites to provide Tier 2 and Tier 3 supports in small group and one-to-one training.
- SCBHD Program Coordinator will work between both teams of behavioral health specialists to help facilitate access and linkage to the appropriate level of ongoing services for students and families.

- SCOE will Identify specialized professional development, such as trauma-informed practices, restorative practices, PBIS and MTSS and identify educators with a desire to train in these areas.
- SCOE and SCBHD will complete required quarterly and annual reporting and submit grant deliverables.
- SCOE will explore and identify alternative funding opportunities to build and expand school-based mental health and wellness programs.

July 2023 - June 2024

- Register the 17-18 Siskiyou County schools currently identified as SEL Implementation Sites.
- Register 6 to 7 new schools as SEL Implementation Sites
- Provide monthly professional development for educators across Siskiyou County.
- Contract with Aperture and facilitate roster integration for existing and new schools for the 23-24 school year.
- Work with SEL Site Implementation Teams to identify school-wide needs and develop plans for MTSS Tier 1, Tier 2 and Tier 3 interventions.
- Train school staff to identify and refer students, who need clinical mental health interventions, to SCBHD and other appropriate community services.
- Host parent/community events to raise awareness of the benefits of social-emotional learning and reduce the stigma associated with mental health.
- SCOE Behavioral Health Specialists will work with individual school sites to provide Tier 2 and Tier 3 supports in small group and one-to-one training.
- SCBHD Program Coordinator will work between both teams of behavioral health specialists to help facilitate access and linkage to the appropriate level of ongoing services for students and families.
- Identify specialized professional development, such as trauma-informed practices, restorative practices, PBIS and MTSS and identify educators with a desire to train in these areas.
- SCBHD and SCOE will complete required quarterly and annual reporting and submit grant deliverables.
- Explore and identify alternative funding opportunities to build and expand school-based mental health and wellness program

July 2024 - June 2025

- Register the 23-25 Siskiyou County schools currently identified as SEL Implementation Sites.
- Register 6 to 7 new schools as SEL Implementation Sites
- Provide monthly professional development for educators across Siskiyou County.
- Contract with Aperture and facilitate roster integration for existing and new schools for the 23-24 school year.
- Work with SEL School Site Implementation Teams, (school leaders leading the SEL efforts at each school) to identify school-wide needs and develop plans for MTSS Tier 1, Tier 2 and Tier 3 interventions.

- Train school staff to identify and refer students, who need clinical mental health interventions, to SCBHD and other appropriate community services.
- Host parent/community events to raise awareness of the benefits of social-emotional learning and reduce the stigma associated with mental health.
- SCOE Behavioral Health Specialists will work with individual school sites to provide Tier 2 and Tier 3 supports in small group and one-to-one training.
- Identify specialized professional development, such as trauma-informed practices, restorative practices, PBIS and MTSS and identify educators with a desire to train in these areas.
- Complete required quarterly and annual reporting and submit grant deliverables.
- Explore and identify alternative funding opportunities to build and expand school-based mental health and wellness program

July 2025 - June 2026

- Register the 29-32 Siskiyou County schools currently identified as SEL Implementation Sites.
- Register the remaining Siskiyou County schools as SEL Implementation Sites
- Provide monthly professional development for educators across Siskiyou County.
- Contract with Aperture and facilitate roster integration for existing and new schools for the 23-24 school year.
- Work with SEL Site Implementation Teams to identify school-wide needs and develop plans for MTSS Tier 1, Tier 2 and Tier 3 interventions.
- Train school staff to identify and refer students, who need clinical mental health interventions, to SCBHD and other appropriate community services .
- Host parent/community events to raise awareness of the benefits of social-emotional learning and reduce the stigma associated with mental health.
- SCOE Behavioral Health Specialists will work with individual school sites to provide Tier 2 and Tier 3 supports in small group and one-to-one training.
- SCBHD Behavioral Health Specialists will provide MTSS Tier 2 services and the Clinician will provide Tier 3 mental health supports to students who exhibit moderate to severe mental health impairments on site and within Siskiyou County schools.
- Identify specialized professional development, such as trauma-informed practices, restorative practices, PBIS and MTSS and identify educators with a desire to train in these areas.
- SCBHD and SCOE will complete required quarterly and annual reporting and submit grant deliverables.
- Explore and identify alternative funding opportunities to build and expand school-based mental health and wellness programs.

ATTACHMENT 5: PROPOSED BUDGET

Provide proposed budget, by project phase, up to the total Grant Funding Cap for the Applicant’s population designation (See Table V-1)

Proposed Budget

D.1.a.	Program Development	
	Proposed Budget – Program Development	\$ 141,511

D.2. Provide brief description on the types of costs that are planned to be incurred

SCBHD intends to hire one program coordinator during the program development phase. Necessary goods and capital outlay items to be purchased for this program, in the amount of Seven Thousand and Nine Hundred Dollars, will include 4 Surface Pros, 4 smartphones and office furniture. These goods are necessary for providing school based services and documentation. Additionally, SCBHD intends to participate in SEL training to become familiar with this program at a cost of \$1,000.

SCOE anticipates spending Fifty-Seven Thousand and Thirty-Nine Dollars to hire three new positions. The new positions are: One Director of school-based mental health and wellness, two Behavioral Health Specialists, and one Administrative Assistant. The anticipated training costs will be Twelve Thousand Dollars to initiate SEL training for across the system. SCOE’s SEL Leadership Team recently completed a review of several applications that provide universal screening of SEL competencies in students. The SEL Leadership Team chose to contract with Aperture Education because it was the only application that offered both K-8 screening and 9-12 screening and it is aligned with the CASEL competencies. Additionally, the Aperture System allows us to track student and school data required by the MHSSA grant. They anticipate spending approximately Five Thousand Dollars in goods and Thirty Thousand Dollars for the purchase of a vehicle to travel across the county. The tables below detail proposed budgets for both SCBHD and SCOE and a table with the combined proposed budgets in the amount of One Hundred Forty-one Thousand Five Hundred Eleven Dollars for the development phase of the MHSSA grant.

SCBHD Proposed Program Development

		Total
Staffing		
	Program Coordinator	\$32,616
	Indirect Cost (CA certified indirect rate)	.2439368 \$7,956
	Subtotal	\$40,572
Training	\$1,000	\$ 1,000
Goods	\$ 200	\$ 200
Capital Outlay	\$7,700	\$ 7,700

Subtotal \$ 8,900

TOTAL \$49,472

SCOE Proposed Budget - Program Development		
		TOTAL
Staffing (includes salary and benefits)		\$57,039
Contractors		\$12,000
Training		\$15,000
Goods		\$5,000
Capital Outlay		\$3,000
	TOTAL	\$92,039

Combined Proposed Budget - Program Development			
	SCOE	SCBHD	Total
Staffing	\$57,039	\$40,572	\$97,611
Training	\$12,000	\$1,000	\$13,000
Contractor (Aperture)	\$15,000		\$15,000
Goods	\$5,000	\$200	\$5,200
Capital Outlay	\$3,000	\$7,700	\$10,700
TOTALS	\$92,039	\$49,472	\$141,511

D.1.b. Program Operations

Proposed Budget – Program Operations				
Year 1	Year 2	Year 3	Year 4	Total Program Operations
\$503,330	\$536,475	\$655,886	\$662,798	\$2,358,489

D.2.

Provide brief description on the types of costs that are planned to be incurred

SCBHD intends to hire one Program Coordinator and expend its budget for training, goods, and capital outlay in year 1 for a total of One hundred Eighty-eight Thousand Eight Hundred and Eighteen Dollars. In year two, SCBHD intends to add a Behavioral Health Specialist and expend its budget for training, goods, and capital outlay for a total of One Hundred and Seventy-nine Thousand Seven Hundred and Sixty-three dollars. In the remaining two years, the grant will be charged per year for staffing costs, which include: the Program Coordinator, one Behavioral Health Specialists, and one Clinician for a total of Two Hundred Ninety Thousand Eight Hundred Fourteen Dollars and Two Hundred Eighty-Nine Thousand Three Hundred Fourteen Dollars, respectively.

SCBHD Proposed Budget - Program Operations

	Year 1	Year 2	Year 3	Year 4	Total
Staffing	\$121,718	\$171,163	\$282,214	\$282,214	\$519,211
Contractors					
Training	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
Goods	\$6,100	\$6,100	\$6,100	\$6,100	\$24,400
Capital Outlay	\$60,000	\$1,500	\$1,500		\$63,000
TOTAL	\$188,818	\$179,763	\$290,814	\$289,314	\$948,709

SCOE intends to hire one Director, two Behavioral Health Specialists, and one Administrative Assistant for a total cost of One Million Four Hundred Thirty-Nine Thousand One Hundred Eighty Dollars. Training will be provided as needed for educators and support staff over the course of the grant, not to exceed a total of Thirty-Two Thousand Seven Hundred Eighty-Six dollars. Goods are projected to cost One Hundred and Twenty Thousand Dollars and No Cents. SCOE intends to purchase one vehicle for a cost of Thirty Thousand Dollars and No Cents.

SCOE Proposed Budget - Program Operations

	Year 1	Year 2	Year 3	Year 4	Total
Staffing	\$274,919	\$286,919	\$298,072	\$306,484	\$1,166,394
Contractors					
Training	\$9,593	\$9,593	\$6,800	\$6,800	\$32,786
Goods	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000
Capital Outlay	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000
TOTAL	\$344,512	\$356,512	\$364,872	\$373,284	\$1,439,180

The combined total for the life of this grant is expected to be Two Million Five Hundred Thousand. This project aims to provide Social and Emotional Learning skills throughout all of Siskiyou County's Schools, as well as bring needed mental health services to all students and families that have a need. The level of service intervention will range from a very low level of need, which will be administered by the teachers, to a low to moderate level of need which will be administered by

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	<p>the SCOE Behavioral Health Specialists and managed care providers, to the moderate to a high level of need which will be managed by the SCBHD team. The collaboration that is being made possible by the Mental Health Services Student Act is a critical intervention for the mental wellness of the communities' children and families.</p>	
D.1.c.	<p>Total Grant Request</p>	
	<p>Total Grant Request (Total Program Development + Total Program Operations)</p>	<p>\$ 2,500,000</p>

ATTACHMENT 6: FINAL SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your application. Place a check mark or "X" next to each item that you are submitting to Commission. For your application to be complete, all required attachments along with this checklist shall be returned with your application package.

Check	DESCRIPTION
X	Attachment 1: Application Cover Sheet/Minimum Requirements
X	Attachment 2: Intent to Apply
X	Attachment 3: Economically Disadvantaged Communities
X	Attachment 4: Proposed Plan
X	Attachment 5: Proposed Budget
X	Attachment 6: Final Submission Checklist
X	Attachment 7: Payee Data Record (Std 204)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)
 Siskiyou County Health and Human Services Agency Behavioral Health Division

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)
 2060 Campus Dr.

CITY, STATE, ZIP CODE
 Yreka, CA 96097

E-MAIL ADDRESS
 rbullock@co.siskiyou.ca.us

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- | | |
|--|--|
| <input type="checkbox"/> SOLE PROPRIETOR / INDIVIDUAL
<input type="checkbox"/> SINGLE MEMBER LLC <i>Disregarded Entity owned by an individual</i>
<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> ESTATE OR TRUST | CORPORATION (see instructions on page 2)
<input type="checkbox"/> MEDICAL (e.g., dentistry, chiropractic, etc.)
<input type="checkbox"/> LEGAL (e.g., attorney services)
<input checked="" type="checkbox"/> EXEMPT (e.g., nonprofit)
<input type="checkbox"/> ALL OTHERS |
|--|--|

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

9 4 - 6 0 0 0 5 3 7

Section 4 – Payee Residency Status (See instructions)

- CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- No services performed in California
- Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE Sarah Collard	TITLE HHSA Director	E-MAIL ADDRESS scollard@co.siskiyou.ca.us
SIGNATURE 	DATE 11/13/22	TELEPHONE (include area code) 530-841-2761

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE		UNIT/SECTION	
MAILING ADDRESS		FAX	TELEPHONE (include area code)
CITY	STATE	ZIP CODE	E-MAIL ADDRESS



INDIRECT COST RATE CERTIFICATION

LOCAL AGENCY: Siskiyou County Health and Human Services Agency/Behavioral Health DivisionSTATE FISCAL YEAR: FY20/21INDIRECT COST RATE: .24393680

Indirect Cost Rate Type Used

- 10 Percent *de minimis*
 Negotiated Final Rate
 Federal Indirect Cost Rate (include copy)

Methodology Type Used

- Simplified Method
 Multiple Allocation Base Method

Distribution Base Used

- Modified Total Direct Cost
 Direct Salaries/Wages
 Direct Salaries/Wages/Fringe Benefits
 Facilities and Administration (F&A)

CERTIFICATION OF INDIRECT COSTS

I, the undersigned, certify that I have reviewed the indirect cost rate proposal prepared and retained by our agency and to the best of my knowledge and belief:

- All costs included in the proposal to establish billing for indirect costs for the state fiscal year identified above, are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of Title 45 Code of Federal Regulations (CFR) Part 75.
- All costs included in the retained proposal are properly allocable to Federal awards on the basis of a beneficial or contributory relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Costs have been accounted for consistently and indirect costs have not also been claimed as direct costs. The pass-through entity will be notified of any accounting changes that would affect the negotiated rate.
- Agency does not currently have a negotiated indirect cost rate agreement (NICRA) from a federal awarding agency or pass-through entity.
- Agency has received less than \$35 million in direct federal funding for the fiscal year requested.

I declare that the foregoing is true and correct.

Signature: Name of Official: Jennie EbejerTitle: Auditor-Controller

*(Must be executive or equivalent of agency)

Date: 10/15/20Email: jebejer@co.siskiyou.ca.usTelephone No.: (530) 842-8020Signature: Name of Official: Sarah G. Collard PhDTitle: HHS Agency Director

*(Must be financial officer or equivalent of agency)

Please scan and submit to the DHCS CSD inbox
 ICRCertification@dhcs.ca.gov annually by December 31.

Exhibit C

Siskiyou County Office of Education – Program Budget (in Whole Dollars)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Staffing	\$57,039	\$274,919	\$286,919	\$298,072	\$306,484	\$1,223,433
Training	\$12,000	\$9,593	\$9,593	\$6,800	\$6,800	\$44,786
Goods	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$140,000
Capital Outlay	\$123,000					\$123,000
Total	\$212,039	\$314,512	\$326,512	\$334,872	\$343,284	\$1,531,219

Staffing

Will consist of one Director, two Behavioral Health Specialists, and one Administrative Assistant for a total cost of One Million Two Hundred Twenty-Three Thousand Four Hundred Thirty-Three and no/100 Dollars (\$1,223,433).

Training

Will be provided as needed for educators and support staff over the course of the grant, for a total of Forty-Four Thousand Seven Hundred Eighty-Six and no/100 Dollars (\$44,786).

Goods

The purchase of goods to perform normal business operations will consist of general office supplies for a total cost of One Hundred Forty Thousand and no/100 Dollars (\$140,000).

Capital Outlay

Capital outlay goods will consist of the purchase of one vehicle, computer equipment, cellphones and office furniture for a total cost of One Hundred Twenty-Three Thousand and no/100 Dollars (\$123,000).

Exhibit D



Siskiyou County
Office of Education

SISKIYOU COUNTY OFFICE OF EDUCATION
QUARTERLY BILLING

Siskiyou County Health & Human
Services 2060 Campus Drive
Yreka, CA 96097
Attn: Accounts Payable

SISKIYOU COUNTY OFFICE OF EDUCATION
609 SOUTH GOLD STREET
YREKA, CA 96097

Check for Final Report

Term of Contract: April 12, 2022 - June 30, 2026
Period of Report:

Category	Budget	This Period	Previous Periods	YTD	Remaining Balance	
Personnel/Position	FTE					%
Salaries						
Fringe Benefits						
Total Salary and Benefits						%
Educational						
Office Supplies						
Telephone						
Utilities						
Insurance						
Subscriptions						
Fees & Licenses						
Postage						
Copies						
Advertising						
Mileage & Travel						
Employment Cost/Fees						
Training & Conferences						
Employee Meetings						
Professional Fees						
Maintenance Labor & Supplies						
APEX/IT costs						
Total Operating Expenses						

Invoice Total:
Prepared by:
Date:
Telephone #

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws/ regulations governing its payment.

Name, Title

Exhibit E

BUSINESS ASSOCIATES AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Siskiyou County Health and Human Services Agency, Behavioral Health Division ("County") is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor, in order to provide such functions, activities or services, to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. definitions

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean Siskiyou County Health and Human Services Agency, Behavioral Health Division.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health

Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. Permitted and required Uses and Disclosures of Protected Health Information

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. Prohibited Uses and Disclosures of Protected HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS to safeguard protected health information

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Health and Human Services Agency Privacy Officer at: Dee Barton, Privacy Officer, Siskiyou County Health and Human Services Agency, 2060 Campus Drive, Yreka, CA 96097, dbarton1@co.siskiyou.ca.us, Phone: (530) 841-4805, Fax: (530) 841-4799**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. written assurances of subcontractors

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. Amendment of PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. Accounting of Disclosures of PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. compliance with applicable HIPAA rules

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. Availability of Records

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. Mitigation of Harmful Effects

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. Breach Notification to individuals

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. Indemnification

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. Term

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. Termination for Cause

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. Disposition of Protected Health Information Upon Termination or Expiration

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. Audit, inspection, and Examination

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other

services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.