

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
STANDARD SERVICES AGREEMENT

This Agreement is by and between the California Mental Health Services Authority ("CalMHSA") and California Institute for Mental Health ("Contractor").

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

CalMHSA agrees to retain Contractor to provide services, and Contractor accepts such engagement, on the basis of the Provisions stated in the following exhibits indicated by a checked box, which are attached and incorporated into this Agreement by reference:

- Exhibit A Scope of Services
- Exhibit B Payment Terms*
- Exhibit C General Terms and Conditions
- Exhibit D Special Terms and Conditions

*The maximum amount payable under this Agreement is \$ \$120,133.92.

The term of this Agreement is November 13, 2009 through June 30, 2010.

CalMHSA

Signed: [Signature] Name (Printed): Allan Rawland, MSW

Title: President Date: FEBRUARY 26, 2010

Contractor

Signed: [Signature] Name (Printed): Sandra Naylor Goodson, PhD
3.5.10

Title: President/CEO Date: 3.5.10

Calif Institute for Mental Health

**CalMHSA
Statewide Training, Technical Assistance and Capacity
Building Project**

**Component A – The CalMHSA PEI Evaluation Learning
Collaborative**

**Component B – Evaluation and/or Continuous Quality
Improvement Individual County TA**

**Scope of Work
(Component A)**

This scope of work addresses Component A Only.

GENERAL OVERVIEW

The CalMHSA Technical Assistance and Capacity Building Evaluation Project is a statewide initiative that provides an array of evaluation training and support services that will strengthen counties and their community partners' ability to implement a PEI component plan. The project proposes that JPA counties work together within a Learning Collaborative framework that will allow counties to create and share a common framework for PEI evaluation, learn from each other in peer-to-peer activities, strengthen individual county efforts, and create and disseminate information, particularly lessons learned, to other California entities evaluating PEI projects.

Component A: The CalMHSA PEI Evaluation Learning Collaborative – JPA Counties will participate in a joint PEI Project Evaluation process that results in a common framework sharing approaches that support local evaluation and disseminates state level information regarding PEI Evaluation.

The CalMHSA PEI Evaluation Learning Collaborative is a project that is available to all CalMHSA counties that have well developed PEI evaluation efforts, as well as those that are developing specialized PEI evaluation projects. The CalMHSA PEI Evaluation Learning Collaborative will facilitate an effective exchange of knowledge and the integration of new ideas and behaviors, that will result in a common evaluation framework utilized across this set of California counties.

DELIVERABLES & ACTIVITIES

Deliverable #1

Provide individualized assessment via onsite visits. The purpose of this session is to:

- Review existing PEI evaluation projects
- Identify new PEI evaluation projects

- Clarify evaluation needs for each county
- Develop a training approach and content that will have statewide relevance while simultaneously addressing local need

Milestones

- Site visits to collect information regarding county resources and needs for use in the development of the learning collaborative content and activities
- Development of targeted capacity building and technical assistance plans for each cohort and/or county

Assumptions

Individual county evaluation assessments are conducted on site with designated management and evaluation staff, as well as county partners as identified by the county director or his/her designee. Information collected will be used to identify need and to formulate an evaluation technical assistance plan specifically for each county. Directors will be contacted via telephone prior to site visit to clarify assessment purpose and process, as well as to assist in the identification and scheduling of appropriate staff. CIMH staff and consultants will travel to the designated site to conduct the assessment. Follow-up contact may be needed when information is not available during the site visit.

Deliverable #2

Learning Collaborative – First Session: Convene Learning Collaborative meeting with county PEI project evaluation teams. The purpose of this session is to:

- Describe the overall technical assistance project
- Describe common evaluation frameworks for prevention: i.e. engaging stakeholders, defining outcomes, gathering credible evidence – baselines, measurement, data collection, data analysis, conclusions, reports, dissemination of findings
- Identify county PEI evaluation projects
- Organize ongoing cohorts or individual technical assistance for more specific training

Milestones

- Integrate county site visit results for overall assessment of CalMHSA's current evaluation training and technical assistance needs
- Development of evaluation training curriculum based upon assessment results inclusive of training materials
- Organize logistics for the first session
- Conduct 1 day learning collaborative meeting
- Development of protocols for assessing training effectiveness and content

Assumptions

All JPA counties will participate in **Component A: The CalMHSA PEI Evaluation Learning Collaborative**. Counties will develop teams of key stakeholders who will participate in project activities. Team members may include agency administrators who oversee PEI and/or program evaluation, evaluators/researchers, community members, and stakeholders involved in program development and/or evaluation and any other necessary representatives as identified. The training content will be determined based

upon needs identified during county assessments. Follow-up questions will be addressed via telephone or email.

Deliverable #3

Learning Collaborative- Second Session: Convene Learning Collaborative meeting to review all county PEI Evaluation Project Plans. The purpose of this session is to:

- Offer counties the opportunity to share specific PEI evaluation projects utilizing the framework and approaches agreed upon in the first session
- Organize peer-to-peer activities that allow counties to offer feedback to each other and to make adaptations to their local plans
- Highlight county staff with expertise in evaluation that can provide future support after the project is completed
- Finalize PEI evaluation implementation plans

Milestones

- Review individual counties progress toward project goals
- Organize evaluation / CQI training curriculum and materials based upon reported progress
- Organize logistics for the second session
- Conduct 1 day learning collaborative meeting
- Development of protocols for assessing training effectiveness and content

Assumptions

Designated staff from all JPA counties will participate in the learning collaborative. The training content will be determined based upon project updates. Follow-up questions will be addressed via telephone or email.

Deliverable #4

Learning Collaborative - Third Session: This is the final learning collaborative meeting. The purpose of this session is to allow participating counties the opportunity to:

- Review steps toward project implementation and/or planning
- Report project outcomes
- Ascertain lessons learned
- Describe best practices
- Highlight specific projects and unique findings

Milestones

- Review individual counties progress toward project goals
- Organize evaluation training activities and materials based upon reported progress
- Organize logistics for the third session
- Conduct 1 day learning collaborative meeting
- Development of protocols for assessing training effectiveness and content

Assumptions

Designated staff from all JPA counties will participate in the learning collaborative. The training content will be determined based upon project updates. Follow-up questions will be addressed via telephone or email.

Deliverable #5

Conference Calls and Webinars: CiMH will host up to three conference calls and/or webinars between learning collaborative meetings. The purpose of the calls and webinars is to:

- Assess progress toward desired goals
- Engage in peer-to-peer problem solving when barriers arise
- Provide technical support for common issues

Milestones

- Review progress reports for individual evaluation projects
- Organize curriculum and materials for webinar and conference calls
- Conduct up to 3 conference calls/ webinars

Assumptions

Conference calls and webinars are used to identify and address barriers to project progress, as well as provide specific training in those areas where it is evident that there is a group need for more information. It is estimated that there will be one conference call or webinar provided midway between each learning collaborative meeting resulting in up to 3 conference calls or webinars. Designated staff from all counties will participate in the conference calls and/or webinars. The training content will be determined based upon project updates.

Deliverable #6

Dissemination of Results: CiMH will collect, analyze and report information generated during the learning collaborative project. This deliverable is a document that will:

- Describe the impact of this project, a statewide effort
- Highlight best practices in PEI evaluation and lessons learned
- Showcase models suitable for replication
- Document CalMHSA's first collaborative effort

Milestones

- Aggregate and site specific PEI evaluation reports
- Statewide project report written inclusive of description of model projects, lessons learned, and recommendations
- Formal report to the CalMHSA

Assumptions

CiMH will generate a report based upon information collected via data and activities of participating counties during the learning collaborative project. County participants will have a role in describing the results and approving the final draft. The report will be presented in writing and verbally to CalMHSA upon completion.

**Exhibit B
Payment Terms**

California Institute for Mental Health
Agreement No. 001

1. Invoicing and Payment

- A. For services (deliverables specified in Exhibit A) satisfactorily rendered, and upon receipt and approval of the invoices, CalMHSA agrees to make payments to Contractor as set forth below.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.
- C. Payment shall not be due until the later of:
 - (a) The date of acceptance of goods or performance of services,
 - (b) receipt of an accurate invoice.
- D. For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum TEN PERCENT of the gross payment withheld pending satisfactory final completion of the entire contract.

2. Instructions to Contractor

- A. To expedite the processing of invoices submitted to CalMHSA for payment, all invoice(s) will be submitted to the CalMHSA Manager for review at the following "Bill To" Address:

CalMHSA
c/o Kim Santin, JPA Manager
George Hills Company, Inc.
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670-6394

- B. The following items are required for all invoices:
 - i. Letterhead printed with Contractor's name and address, or on template provided by JPA Manager.
 - ii. Bill To address (see section 2, A. above).
 - iii. JPA Manager's name.
 - iv. Specific description of services or products provided
 - v. Dates of services provided.
 - vi. Contract number.
 - vii. Invoice date.
 - viii. Invoice total, per deliverable.
 - ix. Authorized signature on behalf of Contractor.

3. Agreed Price and Payment Schedule

CalMHSA will make an initial payment of twenty-five percent after execution of this Agreement and Contractor providing the insurance documents required in Exhibit C, and will make progress payments upon Contractor's satisfactory completion of deliverables as certified in its billing invoice according to the schedule shown below. The final ten percent is a holdback payment to be made after completion of all services called for under Agreement, upon review and approval by the Board.

The agreed price for completion of the Deliverables described in Exhibit A is \$120,133.92 for the ten Counties that are currently members of CalMHSA. The parties anticipate that the price may be revised by further agreements as additional Counties join CalMHSA. However, any such change in price will require action by the CalMHSA Board.

Execution of Agreement:	25% of the agreed price
Completion of Deliverable No. 1:	10% of the agreed price
Completion of Deliverable No. 2:	10% of the agreed price
Completion of Deliverable No. 3:	10% of the agreed price
Completion of Deliverable No. 4:	10% of the agreed price
Completion of Deliverable No. 5:	10% of the agreed price
Completion of Deliverable No. 6:	15% of the agreed price
Final Board Approval:	10% of the agreed price

PAYMENT WILL IN NO EVENT EXCEED THE AMOUNT AGREED TO BY CalMHSA

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance under this Agreement, even if caused by or contributed to by the negligence of an indemnitee, except that Contractor shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. **INSURANCE AND BOND:** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, admitted in the State of California, and with a current A.M. Best's rating of no less than A-, which will protect Contractor and CalMHSA from claims arising out of Contractor's performance under this Agreement, regardless of whether such performance is by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include:

a. If Contractor has employees, Contractor shall carry workers' compensation and employers liability insurance in accordance with the laws of the State of California, and such insurance shall waive subrogation against CalMHSA.

b. Contractor shall carry automobile liability insurance including coverage for owned, non-owned, and hired autos. Contractor shall also carry commercial general liability insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence.

c. If applicable, Contractor shall carry professional liability insurance, including contractual liability, with limits of at least \$1,000,000 per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subsection c.

d. Each policy of insurance required in subsection b. above shall name CalMHSA and its agents, officers, governing board, and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to CalMHSA prior to

cancellation; and, shall waive all rights of subrogation against the additional insureds. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.

e. Contractor shall notify CalMHSA in the event of material change in, or failure to renew each policy required under subsections a., b., or c.

f. As to any policy of insurance required by this section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.

g. Prior to commencing work, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.

4. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided. Contractor shall indemnify and hold CalMHSA harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance under this Agreement, Contractor shall immediately notify CalMHSA's manager by telephone. Contractor shall promptly submit to CalMHSA a written report, in such form as may be required by CalMHSA of all accidents which occur in connection with this Agreement. This report must include the following information:

- (1) name and address of the injured or deceased person(s);
- (2) name and address of Contractor's subcontractor, if any;
- (3) name and address of Contractor's liability insurance carrier; and
- (4) a detailed description of the accident and whether any of CalMHSA's staff, equipment or materials were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to CalMHSA the opportunity to review and inspect such evidence, including the scene of the accident.

5. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B.

6. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

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

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

Contractor also hereby assigns to CalMHSA all copyright and other use rights in any Documents and Materials including electronic copies within Contractor's control, respecting in any way the subject matter of this Agreement.

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

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its subcontractors to grant CalMHSA the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold CalMHSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

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

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

10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

Contact information for purpose of giving notice are as follows:

CalMHSA:

Name: _____

Address: _____

Phone: _____ Fax: _____

Contractor: _____

Name: _____

Address: _____

Phone: _____ Fax: _____

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

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

11. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that Contractor will comply with Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, marital status, national origin, age, religion, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by CalMHSA, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliation, or any other non-merit factor.

c. Contractor shall, if requested to do so by CalMHSA, provide CalMHSA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

12. **AUDITS; ACCESS TO RECORDS:** Contractor shall make available to CalMHSA for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to CalMHSA, and shall

furnish to CalMHSA such other evidence or information as CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor.

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

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

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

15. **TERMINATION:** CalMHSA has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor without cause at any time upon giving to Contractor prior written notice. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed consistently with Exhibit B hereto. If CalMHSA terminates the Agreement because Contractor has failed to perform as required under the Agreement (i.e., "for cause"), CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach.

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

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

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

19. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

20. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.

21. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties, expressed in writing and signed by authorized representatives of both parties.

22. **ASSURANCE OF PERFORMANCE:** If at any time CalMHSA believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, CalMHSA may request from Contractor prompt written assurances of performance and a written plan acceptable to CalMHSA, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten calendar days of its receipt of CalMHSA's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

23. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without CalMHSA's prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

24. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Section 2), Ownership of Documents (Section 8), and Confidentiality (Section 9), shall survive termination or expiration.

25. **BUDGET CONTINGENCY CLAUSE:** It is mutually understood that CalMHSA is funded by amounts that Counties voluntarily transfer or assign to it, and that CalMHSA has no authorization to obtain additional funding by imposition of taxes, fees, or mandatory contributions. At the time it enters into this Agreement, CalMHSA's Board has reason to believe that it has sufficient funding to satisfy its obligations under the Agreement. If due to unforeseen contingencies CalMHSA determines that it will not be able to fully fund the obligations it has undertaken:

a. CalMHSA may give notice to Contractor that this Agreement is cancelled and the Agreement shall no longer be in full force and effect. In the event of such cancellation, CalMHSA shall have no liability to pay further funds to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further perform any provisions of this Agreement.

b. CalMHSA may alternatively offer an Agreement amendment to Contractor to reflect the reduced amount available.

26. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

27. AUTHORITY TO SIGN: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]