



Office of Youth and Community Restoration

REQUEST FOR APPLICATION (RFA) # 2023-301-OYCR Office of Youth and Community Restoration Grants for Intensive Transitional Services for Youth

The State of California Health and Human Services Agency (CalHHS), Office of Youth and Community Restoration (OYCR) invites California County Probation departments to review and respond to this Request for Application (RFA) # 2023-301-OYCR for grant funding related to Intensive Transitional Services for Youth with acute mental and behavioral health needs returning from statewide Department of Juvenile Justice (DJJ) facilities.

CalHHS OYCR has allocated up to \$10 million for grants to support the Intensive Transitional Services for Youth. OYCR will administer and award these grants. This RFA document provides details about the Intensive Transitional Services for Youth along with instructions for applying for the grant. OYCR anticipates awarding five or six grants to the most responsive county probation departments. These grants will be awarded in the form of a Grant Agreement.

Grant applicants shall comply with the instructions found herein. All Grant Agreements entered with the State of California will include, by reference, the Department of General Services (DGS), General Terms and Conditions (GTC 04/2017), and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at the following internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

The RFA KEY ACTION DATES are shown in the table below.

RFA KEY ACTION DATES		
EVENT ID	EVENT DESCRIPTION	APPLICATION PERIOD
1	RFA available to prospective applicants.	May 18, 2023 through December 31, 2023
Awards will be made on a rolling basis.		

The designated contact person for questions related to this RFA is:

Contact: Miguel Jauregui
Telephone Number: (916) 809-4923
Email: Miguel.jauregui@chhs.ca.gov

Americans with Disabilities Act

To comply with the nondiscrimination requirements of the Americans with Disabilities Act of 1990 (ADA), it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in this application process or for persons having questions regarding reasonable accommodations of the application process, you may contact the Procurement Official. Important: To ensure that we can meet your need, it is best that we receive your request for reasonable accommodations at least 10 working days before the scheduled event, e.g., meeting, conference, workshop, etc., or application deadline/due date.

1. INTRODUCTION

For nearly two decades, California has enacted a series of legislative measures designed to reduce transfers of youth to the adult system, reduce reliance on incarceration and involvement in the youth justice system, and expand community-based options for court-involved youth. Senate Bill 823 (Chapter 337, 2020) continued this approach by aligning the responsibility for managing all incarcerated youth to local jurisdictions.

To support the successful implementation of this transition and on-going programing and interventions, SB 823 established effective July 1, 2021, the Office of Youth and Community Restoration (OYCR) within the California Health and Human Services Agency (CalHHS). Placing the OYCR within CalHHS is consistent with youth justice transformation by leveraging health and human services as essential partners in preventing system involvement and rehabilitating youth who are court- and system-involved. It underscores California's commitment to viewing court-involved youth not as criminals but as children in need of healing and support as they move toward adulthood.

OYCR is California's first ever State office dedicated to promoting a health based, youth development-oriented approach to youth justice. Its mission is to promote trauma responsive, culturally informed services for youth involved in the youth justice system that support the youths' successful transition into adulthood and help them achieve their potential as responsible, thriving, and engaged members of our communities.

OYCR is responsible for supporting the transition of system-involved youth from the State to county-based custody, care, and supervision. It will also focus on improving the youth justice system by identifying and disseminating best practices, developing data-driven policy recommendations to improve outcomes for all justice system-involved youth, and providing an ombudsperson division to receive and investigate complaints from youth, families, staff, and others about harmful conditions or practices and violations of laws and regulations in juvenile justice facilities.

With SB 823, a determination has been made to eliminate centralized statewide facilities in favor of local, community- and family-connected resources and options. The closure of these Department of Juvenile Justice (DJJ) facilities requires jurisdictions to rethink strategies to develop appropriate services and supports closer to young people's homes, families, and communities. Notably for the purposes of this RFA, OYCR seeks to identify county probation departments interested in expanding program and treatment options for youth with intensive mental and behavioral health needs in a multi-phased approach to support their transition from centralized facilities, and ultimately back into communities throughout the State. OYCR believes that this grant opportunity is necessary to support the transition of high-needs youth from DJJ back to their home counties and to assist local jurisdictions in meeting their immediate therapeutic needs in a trauma-informed, developmentally appropriate manner.

2. SERVICES NEEDED

As part of the OYCR's mission to promote the rehabilitation of youth who are court- and system-involved, OYCR is seeking to implement a two-phased approach to support counties in addressing the urgent needs of youth with serious mental and behavioral health needs returning from the DJJ facilities prior to June 30, 2023. This approach will include

establishing dedicated teams to support their transition; expanding program/treatment options available to youth after their return from DJJ facilities; and developing longer-term solutions in small regional and community-based settings across the state. OYCR is seeking to support the launch of five or six sites and/or programs throughout the state, each designed to provide a full range of services to those young people with the greatest mental and behavioral health needs, to fill the immediate gaps identified for the care of young people with serious mental and behavioral health issues returning from DJJ to county care.

Phase 1

Phase 1 will cover the short-term approach to the care of youth with immediate and significant mental health or behavioral health needs who are returning to counties from DJJ. Phase 1 could include the development of targeted facilities to create very small (e.g., 4-6 bed), secure programs for youth with serious mental and/or behavioral health needs. This Phase could additionally or alternatively include the development of in-house programs in existing secure youth treatment facilities. Intensive Case Management (ICM), Therapeutic Behavioral Support (TBS), individual and family therapy, and community resources and services could be packaged into these small facilities to provide settings that optimize success. County Probation would oversee these services in collaboration with County Mental Health and community-based behavioral health providers experienced with the target population, as appropriate, on a regional (partnership) basis. Program teams would provide individualized support before, during, and after the youth's return from DJJ facilities. Partnerships will offer high-quality programs with a longer-term plan to follow these youth with intensive supports as they transition to less restrictive programs and ultimately into the community. Teams could move with the programs, from the regional facilities into the less restrictive programs and communities.

Phase 2

In Phase 2, County Probation departments funded in Phase 1 will participate with OYCR and other State of California Health and Human Services departments in developing and implementing strategies for establishing community-based secure facilities providing intensive mental health services as well as less restrictive programs to transition youth to home and community living.

OYCR approximates that upon determination of the closure of DJJ facilities, there will be an estimated 40 young people in two tiers of intensive mental health treatment in DJJ's care. OYCR seeks to support a full range of hybrid programs and facilities to serve this subset of the juvenile justice population, including intensive transition services that can ultimately support these young people in re-entering the community.

3. APPLICANT REQUIREMENTS

This section outlines the requirements for participating in the Intensive Transitional Services for Youth Grant. The Grant will provide funding for Intensive Transitional Services for Youth with acute mental and behavioral health needs returning from statewide DJJ facilities starting May 2023 through December 2023.

3.1 Eligibility Criteria

This RFA is open to all California County Probation departments.

3.2 Application Evaluation Process

County Probation departments that wish to receive Intensive Transitional Services for Youth Grant funding must submit a completed application with a specific funding request describing how they intend to use grant funds, per the specifications in this document.

The OYCR team will review and approve applications on a flow basis commencing in June 2023.

The following criteria will be used for the evaluation of applications:

- a) Ability to get program up and running quickly.
- b) Commitment to serve youth from other counties in the region up to facility capacity.
- c) Demonstration of the organization's partnership with County Behavioral Health and with other community-based organizations skilled the provision of intensive trauma-informed transitional step-up and step-down services to the target population.

OYCR's goal is to provide grant funding to the most responsive applicants. The grant amount awarded to each awardee will be based upon reasonable estimates of costs that cannot be recovered from the Juvenile Justice Realignment Block Grant, reimbursements from other counties placing qualified youth in the program, Mental Health Services Act, Medi-Cal and other sources the placing counties utilize in providing care to the defined population.

OYCR may decide to award a grant amount different from the amount requested in the application, wherein the county probation department could decide to move forward with a grant agreement reflecting its existing proposal, work with OYCR to revise its proposal based on the grant award or decline to participate in the Intensive Transitional Services for Youth Grant.

3.3 Instructions for Completing the Grant Application

As addressed above in Section 2, Services Needed, the OYCR seeks to launch five to six sites and/or programs throughout the State of California. Each site will be designed to provide a full range of services to those young people with the greatest mental and behavioral health needs who are returning from the DJJ facilities prior to June 30th. The OYCR is interested in integrating these young people back into their communities through an intensively supported, multi-phased approach led by County Departments of Probation in collaboration with County Departments of Mental Health and community providers, as appropriate.

Responses to this RFA must address each section below. Each section should be titled according to its section header as provided (e.g., Section A: Capability and Qualifications) and each section should address the criteria (bulleted lists below) in a comprehensive manner.

3.3 APPLICATION FORMAT	
Section Title	Description
A. Capabilities and Qualifications	<p>1) Define the target population and its needs, as well as the capacity of the program. This should include any training or technical assistance that may be needed for staff to work with this special population.</p> <p>2) Describe any experience serving youth who:</p> <ul style="list-style-type: none"> ➤ Will have been adjudicated to have committed an offense described in Welfare and Institutions Code section 707, subdivision (b). ➤ May be a person described in Penal Code section 290.008; or ➤ youth or adults who may require mental health and/or behavioral health services, including intensive mental health and/or behavioral health services. <p>3) Describe the experience and qualifications of key staff that will provide and manage placements or services for youth or adults with intensive mental or behavioral health needs.</p>
B. Coordination	<p>1) Describe the partners you will work with in developing and delivering program, including if those partners have been identified or if they will need to be contracted with pending approval. This should include what gap they fill and what services they will provide.</p> <p>2) Describe the proposed staffing model for the program.</p>
C. Scope of Intensive Transitional Services for Youth	<p>1) Describe the type of intensive transitional services the respondent can provide, including any facilities and/or programs to meet the needs of the target population. For intensive transitional services, the descriptions should include:</p> <ul style="list-style-type: none"> ➤ Which geographic areas (i.e., counties or regions) will be included. ➤ The number of youths with acute mental or behavioral health needs, currently housed at DJJ who may be discharged by June 30, 2023, for which the intensive transitional services can be provided. ➤ The physical features of the facilities being proposed. ➤ Any special physical features that accommodate mental health needs, disabilities, reduce harm, and/or promote health, community, and independence. ➤ The physical location in relation to supportive services for the youth (e.g., mental health care, substance use services, medical care, education, job training, probation, transportation services). ➤ The available length and duration of services. ➤ Overview of a phased approach, including, at a minimum, the anticipated timeline(s) for the following components: <ul style="list-style-type: none"> ➤ Transition from statewide DJJ facilities, and ➤ Community re-entry. ➤ Metrics that will be utilized to measure progress and efficacy in transition outcomes. ➤ Description of how services will be trauma informed, culturally appropriate, and assist with building healthy family connections.

3.3 APPLICATION FORMAT	
Section Title	Description
D. Estimated Cost of Phase 1	<p>1) Provide detailed cost narrative and Budget (Attachment 3) for each type of activity/service the Applicant can provide. Cost information should include:</p> <ul style="list-style-type: none"> ○ Cost per youth on a monthly and annual basis, including projected mental health services, medical services, etc. ○ Staff costs associated with coordination of services and intensive case management, including staff to youth ratios. ○ Other costs. <p>2) Provide detailed information about what is and is not included in the estimated cost.</p> <p>3) Provide information to support each expense.</p> <p>NOTE: The grant amount awarded to each awardee will be based upon reasonable estimates of costs that cannot be recovered from the Juvenile Justice Realignment Block Grant, reimbursements from other counties placing qualified youth in the program, Mental Health Services Act, Medi-Cal and other sources the placing counties utilize in providing care to the defined population</p>
E. Phase 2 Planning	<p>1) Grant applicants must describe a plan or approach for working with the OYCR to implement Phase 2 activities. Applicants must also describe any planned or existing secure and/or less restrictive community-based mental health services for the subject population (DJJ youths or youth who have committed serious offenses (707(b))).</p>
F. Workplan and Timeline	<p>1) Grant applicants must provide a proposed Workplan that details the timeline for key activities and deliverables included in the proposal.</p> <p>The Workplan should include the following for each activity and deliverable:</p> <ul style="list-style-type: none"> ➤ Description of major steps in that activity/deliverable. ➤ Timeline with milestones, deliverables, and proposed activity dates. ➤ If selected to participate, the Grantee shall update the workplan as necessary throughout the grant period and in consultation with OYCR.

4. OTHER REQUIREMENTS AND 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 in your application to OYCR. This checklist must be returned with your application package.

X	Attachment #	Attachment Name	Application Page #
	Attachment 1	Application Checklist	
	Attachment 2	Grant Application	
	Attachment 3	Budget <i>Budget narrative should be included in Attachment 2</i>	
	Attachment 4	Resumes	
	Attachment 5	Contractor Certification Clauses (CCC 04/2017)	
	Attachment 6	W-9 with Taxpayer Identification Number	

5. SUBMISSION OF APPLICATION

- 5.1 Applications should provide straightforward and concise descriptions of the Applicant’s ability to satisfy the requirements of this RFA. The application must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of an application.
- 5.2 The application package should be prepared in the least expensive method.
- 5.3 Applications must be emailed to: Miguel.Jauregui@chhs.ca.gov
- 5.4 Costs incurred for developing applications and in anticipation of award of the agreement are entirely the responsibility of the county probation department and shall not be charged to the State.
- 5.5 OYCR reserves the right to reject all applications.
- 5.6 OYCR reserves the right to award grants on a negotiated basis with any applicant.
- 5.7 All applications submitted in response to this RFA will be treated as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public at the conclusion of the evaluation process.

6. AWARD DECISIONS

The maximum amount available for all participants for the Intensive Transitional Service for Youth Grant is \$10 million. The total amount awarded to each awardee will

be based upon the number of county probation department selected and the quality of their Applications. OYCR will review Applications and will make funding determinations at its sole discretion. Applications that do not have all required attachments and/or are submitted by applicants that do not meet the minimum eligibility criteria outlined in Section 3.2 may not be reviewed.

To evaluate a county probation department’s proposal, OYCR will use quantitative scoring criteria. The proposal will be scored exclusively based on an evaluation of each section of the county probation department’s proposal. Each Application will be given a total score out of one hundred (100 points) to determine which Applications are most suitable to be awarded funding. Below is a table that describes the Maximum Possible Points that may be given per section identified in the Application.

Initiative Application Scoring Components
A. Capability and Qualifications
B. Coordination
C. Scope of Intensive Transitional Services for Youth
D. Estimated Cost
E. Workplan and Timeline
F. Phase 2 commitment.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or application, Grantee represents that it is not a target of Economic Sanctions. Should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Grantee’s bid/application any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

ATTACHMENT 1
APPLICATION CHECKLIST

X	Attachment #	Attachment Name	Application Page #
	Attachment 1	Application Checklist	
	Attachment 2	Grant Application	
	Attachment 3	Budget	
	Attachment 4	Resumes	
	Attachment 5	Contractor Certification Clauses (CCC 04/2017)	
	Attachment 6	Tax Identification Number form (TIN)	

ATTACHMENT 2

GRANT APPLICATION

(See RFA Section 3.3, Intensive Transitional Services for Youth Grant Application)

ATTACHMENT 3 BUDGET (SAMPLE)

INSTRUCTIONS: As outlined in the Application Format under RFA Section 3.3, the county probation department must include a Budget identifying annual funding that it is requesting to implement the proposal, with line items for each activity by calendar year. The budget should categorize costs by cost domains as follows:

COST PER YOUTH - Cost per youth should include projected mental health services, medical services, etc.

STAFF COSTS - Applicants should include direct and indirect staffing costs in this line-item. Personnel and fringe benefit costs should include individuals that are directly involved in the development, delivery, and support of the grant activities.

TRAVEL COSTS - Travel costs should include any costs associated with travel for the completion of the activities. Travel rules, requirements, and restrictions can be found in Exhibit B, Budget and Payment Details.

OTHER COSTS - All other costs should be included in the “other costs” domain and described in the application.

ADDITIONAL INFORMATION: Applicants must also disclose the funding that they are receiving from Local Behavioral Health Funds and reimbursements from other counties.

Example Spreadsheet

ACTIVITIES	COST DOMAINS	TOTAL FUNDING REQUEST BY COST DOMAIN	TOTAL FUNDING REQUEST
Activity #1	Cost Per Youth		
	Staff Costs		
	Travel Costs		
	Other Costs		
Activity #2	Cost Per Youth		
	Staff Costs		
	Travel Costs		
	Other Costs		
Activity #3	Cost Per Youth		
	Staff Costs		
	Travel Costs		
	Other Costs		
Activity #4	Cost Per Youth		
	Staff Costs		
	Travel Costs		
	Other Costs		
TOTAL	Total Cost Per Youth		
	Total Staff Costs		
	Total Travel Costs		
	Total Other Costs		

ATTACHMENT 4

RESUMES

(See RFA Section 3.3, Intensive Transitional Services for Youth Grant Application)

ATTACHMENT 5

CONTRACTOR CERTIFICATION CLAUSES (CCC-04/2017)

The CCC-04/2017 is located on the Internet at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

ATTACHMENT 6

W-9 with Taxpayer Identification Number

The W-9 is located at the link below:

<https://www.irs.gov/forms-pubs/about-form-w-9>

SECTION II (SAMPLE GRANT AGREEMENT)

The following is a SAMPLE GRANT AGREEMENT that will be completed and executed upon Grant award.

1. INTRODUCTION

This Grant Agreement (Agreement) reflects the services to be provided by <TBD>, hereinafter referred to as the “Grantee,” for the California Health and Human Services Agency, Office of Youth and Community Restoration hereinafter referred to as “State” or “OYCR”. A detailed description of the services can be found in the Section 5 Scope of Services.

This Agreement is governed by and incorporates by reference General Terms and Conditions (GTC 04/2017) and Grantee Certification Clause (CCC 04/2017) which can be found at the link below:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-resources-List-Folder/Standard-Contract-Language>

2. TERM

- 2.1. The term of this Agreement shall commence on XXX, or the date the Agreement is executed, whichever is later (referred to herein as the “Effective Date”) and continue through XXX.
- 2.2. If the Grantee has not completed performance of the services set forth in this Agreement within the term, the State reserves the option to extend the term of this Agreement, as necessary to receive complete performance by the Grantee for a period of up to twelve (12) months and at the originally agreed-upon costs specified in the Exhibit B Budget and Payment Detail.
- 2.3. The Grantee shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date. Any delivery of goods or performance of services by the Grantee that commences prior to the Effective Date shall be considered gratuitous on the part of the Grantee.

3. WORK LOCATION

The Grantee may work remotely at a location approved by the State Contract/Engagement Manager. The Grantee may be required to perform some of the services, under this Agreement, onsite at the California Health and Human Services Agency (CalHHS) offices located at 1215 O Street, Sacramento, CA 95814 and 925 L Street, Suite 1275, Sacramento, CA 95814.

4. COST

The total cost of this Agreement is \$(To be Completed upon Award). Cost details are in Exhibit B, Budget and Payment Detail.

5. SCOPE OF SERVICES

Under the direction from the OYCR Engagement Manager(s), the Grantee shall perform the following duties

(TO BE COMPLETED UPON GRANT AWARD BASED ON GRANTEE APPLICATION)

6. DELIVERABLES

(TO BE COMPLETED UPON GRANT AWARD BASED ON GRANTEE APPLICATION)

7. REPORTING

The Grantee must provide OYCR quarterly progress reports with Intensive Transitional Services for Youth updates that show material development, outreach, and information relevant to OYCR’s need. OYCR will provide grantees with additional guidance on what elements should be included in quarterly progress reports.

Report Periods	Due to OYCR
TO BE COMPLETED UPON GRANT AWARD	

8. POINTS OF CONTACT

Grantee Engagement Manager:	
Name, Title:	<to be completed upon Grant award>
Address:	<to be completed upon Grant award>
Phone Number:	<to be completed upon Grant award>
E-mail address:	<to be completed upon Grant award>

OYCR Engagement Manager:	
Name, Title:	<to be completed upon Grant award>
Address:	<to be completed upon Grant award>
Phone Number:	<to be completed upon Grant award>
E-mail address:	<to be completed upon Grant award>

9. PROBLEM ESCALATION

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the State Engagement Manager shall determine the level of severity, and notify the appropriate State staff, as set forth below. The State staff notified, and the period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

- 1) First level, OYCR Chief Counsel.
- 2) Second level, OYCR Deputy Director.

**GRANT AGREEMENT
EXHIBIT B - BUDGET AND PAYMENT DETAIL**

<GRANTEE COST SHEETS AND RATE SHEETS WILL BE INSERTED HERE>

1. INVOICE AND PAYMENT

- a) Upon Grant Award and in accordance with the requirements set forth in this Agreement, the Grantee may submit an invoice to the OYCR for payment(s).
- b) Payment shall be made in accordance with the State of California's Prompt Payment Act (Government Code § 927 et seq.).
- c) In accordance with Government Code Section 11257, the parties agree that the Grantee may request an advancement of funds for payment for work, services, or materials in an amount equal to....
- d) Invoices must be submitted via email to CHHSInvoices@chhs.ca.gov.
 - 1) The email must contain the following in the subject line:
 - Company name
 - Agreement Number (TBD)
 - Invoice Number
 - 2) Invoice must be in PDF format and contain the following information:
 - I. Grantee's letterhead.
 - II. Signature from authorized company official.
 - III. Agreement Number (TBD).
 - IV. Purchase Order Number.
 - V. Time Period.
 - VI. Invoice Amount.
 - VII. Itemized Description of Services.
 - 3) All supporting documentation as required in this Agreement must be submitted with the invoice.

2. TRAVEL

The State will allow for travel costs, which includes reimbursement for travel, per diem, lodging, etc. The travel costs shall not exceed State rates current at the time of order placement and shall be made in accordance with the provisions established in the California Department of Human Resources (CalHR) Human Resources Manual (e.g., section 2203) and any applicable CalHR travel regulations (Cal. Code Regs, tit. 2, § 599.615 et seq.), as applied to represented employees and limited to actual costs incurred.

3. 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 services and deliverables covered by this Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no further liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this

Agreement and the Grantee shall not be further 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 further liability occurring to the State or offer an Agreement amendment to the Grantee to reflect the reduced amount.

4. GRANTEE OVERPAYMENTS

- a) If the State determines that an overpayment has been made to the Grantee, the State will seek recovery immediately upon discovery of the overpayment by contacting the Grantee to request a refund or credit of the overpayment amount. If the Grantee refund or credit is not received within thirty (30) days from the date of the State's notice, the State shall offset subsequent Grantee payments by the amount of the overpayment. If Grantee discovers it has received an overpayment Grantee shall notify the State and refund the overpayment immediately.

5. REVIEWS

- a) In consideration of the performance of the foregoing in a satisfactory manner, the State agrees to pay the Grantee an amount equal to the latter's cost of performance hereunder, computed in accordance with the State Administrative Manual, Sections 8752 and 8752.1.
- b) Nothing herein contained shall preclude advance payments pursuant to the Government Code, Article 1, Chapter 3, Part 1, Division 3, Title 2. Advance payments shall be in accordance with Section 8453 of the State Administrative Manual and Government Code, Section 11257.

6. TERMINATION WITHOUT CAUSE

- a) This Agreement may be terminated without cause by either party after a 30-day written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions or requirements.
- b) The Grantee shall be entitled to payment of all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new

contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
DGS GENERAL TERMS AND CONDITIONS

Please note: this page will not be included with the final contract. The general terms and conditions (GTC 04/2017) will be included in the contract by reference to the internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>