



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

December 7, 2021

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 21-01076

RE: Consider recommendations regarding the Santa Barbara County Education Office Agreement, Fiscal Year (FY) 2021-2022, as follows:

a) Approve, ratify, and authorize the Chair to execute an Agreement for Services of Independent Contractor with Santa Barbara County Education Office in support of Mental Health Student Services Act of 2019 grant agreement (No. 19MHSOAC082) for mental health services for children and youth through school-based programs for a total Maximum Contract Amount not to exceed \$462,788.00 for the period of October 1, 2021 through September 30, 2022;

b) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to rescind the permission regarding publicity or endorsement per Section 12 of the Agreement; make immaterial changes to the Agreement per Section 25 of the Agreement; reallocate funds between funding sources per Exhibit B of the Agreement; authorize additional services per Exhibit B-1 of the Agreement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

c) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

A motion was made by Supervisor Hartmann, seconded by Supervisor Hart, that this matter be acted on as follows:

a) **Approved, ratified and authorized; Chair to execute;**

b) **Delegated; and**

c) **Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND
SANTA BARBARA COUNTY EDUCATION OFFICE

FOR
MENTAL HEALTH SERVICES

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STANDARD TERMS
AND CONDITIONS

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Behavioral Wellness), and **Santa Barbara County Education Office**, a California nonprofit public benefit corporation (Contractor or SBCEO), wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Susan Salcido at phone number 805-966-4711 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Susan Salcido, Ed. D.
 Santa Barbara County Superintendent of Schools
 Santa Barbara County Education Office
 4400 Cathedral Oaks Road
 Santa Barbara CA 93110
 Phone: 805-964-4711 ext. 5286
 Fax: 805-964-4712

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with the EXHIBIT A-1 attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on **10/1/2021** and end performance upon completion, but no later than **9/30/2022** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of the EXHIBIT B(s) attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care

programs under section 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other

materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

- A. Except as provided below in subsection 1, Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.
 - 1. Contractor may use County's name and logo and release : informational pamphlets, notices, press releases, research reports, or similar public notices concerning the MHSSA Program in the following limited circumstances: publicity of grant related work, communication to school districts, endorsement of services and information related to MHSSA Program. The permission granted under this subsection is subject to rescission by the Director of the Department of Behavioral Wellness at any time.

- B. Contractor shall not in any way contract on behalf of or in the name of County.

13. COUNTY PROPERTY AND INFORMATION.

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least ten (10) years following the termination of this Agreement or in the event Contractor has been notified that an audit or investigation of this

Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

B. If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

C. Contractor shall also comply with the audit provisions set forth in Exhibit A-1 and Exhibit F Addendum MHSOAC Grant Agreement to this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

Contractor shall also comply with the nondiscrimination provisions set forth in Exhibit A-1 to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT.

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its

performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

- B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in Exhibit B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any

event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials including, but not limited to, Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. BUSINESS ASSOCIATE.

The parties agree to the terms and conditions set forth in Exhibit BAA - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

36. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.


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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Barbara County Education Office.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 12.7.2021

ATTEST:

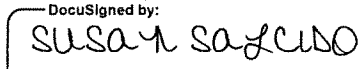
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 12-7-21

CONTRACTOR:

SANTA BARBARA COUNTY EDUCATION OFFICE

By: 
Authorized Representative

Name: Susan Salcido

Title: County Superintendent of Schools

Date: 11/17/2021

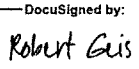
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

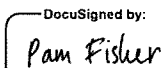
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

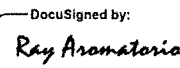
RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

MHSA Services:

EXHIBIT A-1 Statement of Work: MHSOAC Mental Health Student Services Act (MHSSA)

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximums

EXHIBIT B-2 Entity Budget By Program

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – DOES NOT APPLY TO AGREEMENT

EXHIBIT E – MHSSA PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT BAA – BUSINESS ASSOCIATE AGREEMENT

EXHIBIT F ADDENDUM MHSOAC GRANT AGREEMENT

EXHIBIT A-1
Statement of Work:
MHSOAC Mental Health
Student Services Act
(MHSSA)

EXHIBIT A-1

STATEMENT OF WORK: MHSOAC

MENTAL HEALTH STUDENT SERVICES ACT (MHSSA)

- 1. PROGRAM SUMMARY.** The Program (i.e., hereafter Program or MHSSA Program), funded through the Mental Health Student Services Act (MHSSA) Grant (#19MHSOAC082), distributed by Mental Health Services Oversight and Accountability Commission (MHSOAC) to County of Santa Barbara Department of Behavioral Wellness (County or Behavioral Wellness), shall maintain the partnership between Behavioral Wellness and Santa Barbara County Education Office (Contractor or SBCEO) to enhance school-based mental health awareness and suicide prevention programs, expand access to mental health services for children and youth, including school-based mental health services, and facilitate linkages to ongoing and sustained services. Contractor and Behavioral Wellness will develop a formal policies and procedures to coordinate fiscal matters.

Services will be delivered by staff hired specifically for grant related positions that include Health Advocates/Navigators through SBCEO and Clinicians, Research & Evaluator, and Project Manager through Behavioral Wellness. The Program will be coordinated through a Partnership Group that is co-facilitated by Behavioral Wellness and SBCEO and will include representatives from each participating school district, community-based organizations, primary healthcare and insurance providers. The Program shall provide Behavioral Wellness services and community resources, as needed, to students and their families.

2. PROGRAM GOALS.

- A. Increase student and family awareness of and access to prevention, early intervention and crisis response mental health programs and services.
- B. Provide educational opportunities to increase awareness of youth mental health and wellness needs and reduce stigma and discrimination.
- C. Increase collaboration and communication between Behavioral Wellness and Santa Barbara County Education Office.
- D. Increase collaboration opportunities with public and privately funded mental health providers.
- E. Identify collaboration and funding opportunities to support, expand and sustain mental health programming in schools.

- 3. SERVICES.** The Program shall provide an appropriate combination of services and community resources to meet the needs and preferences of each participating school district and conduct community outreach throughout Santa Barbara County. Participating schools and/or school districts will be identified through the administration of a School Mental Health Assessment and self-selecting to opt-in to programming. Memorandums of Understanding (MOUs) will be developed with each participating school and/or school district that outlines MHSSA program services to be delivered at their location(s).

A. SBCEO Health Linkages Program will employ four to six full-time equivalent (FTE) Health Advocates/Navigators who will deliver services daily during school hours and including coverage during the summer months as agreed to by each school district. SBCEO will coordinate and employ Health Advocates/Navigators and the Behavioral Wellness Clinicians and Project Manager will work with SBCEO on supporting the Health Advocates/Navigators. SBCEO will be directly responsible for the oversight of the Health Advocates/Navigators to ensure grant outreach outcomes are met.

1. **Health Advocates/Navigators** (4.0-6.0 FTE) duties include:

- i. Serve as main point of contact for school personnel and families when a student has been identified as needing mental health and substance use resources beyond school capacity, with priority on underserved populations such as LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer, or Plus), foster and homeless youth, and students who have been suspended or expelled.
- ii. Collaborate with administrators and other school staff to secure resources necessary to achieve positive academic outcomes for students at-risk of school failure or dropping out.
- iii. Collaborate with Clinicians and other Behavioral Wellness staff to make initial contacts with resources regardless of whether the student is covered under Medi-Cal, private insurance or is uninsured.
- iv. Provide students and their families with linkages to mental health and substance use services and support on-campus and virtually.
- v. Provide students and families with “warm hand-offs” to County and community-based resources to expedite access to services.
- vi. Follow up with internal and external referrals to ensure students and families have successfully connected with services. Monitor progress until family reports satisfaction with services.
- vii. Attend school staff meetings, school district meetings, and monthly meetings with Clinicians, Project Manager along with MHSSA program meetings as needed.
- viii. Communicate MHSSA program components and how to access services to students, parents and/or caregivers, administrators, school personnel and staff, community members and stakeholders.
- ix. Assist in coordinating and implementing culturally and linguistically appropriate health education programs for children and families.
- x. Assist in providing bilingual and culturally appropriate training to individuals or groups for health education programs.
- xi. Promote program services in the school and community.
- xii. Support Program Manager with outreach/program awareness, mental health awareness activities and grant data collection/progress reports.

B. Behavioral Wellness will provide grant funded Clinicians, a Project Manager, and a Research Evaluator. These roles will consist of:

1. **Clinicians** (1.5 FTE) duties will include:

- i. Become familiar with assigned school site administrators, teachers and support staff.
 - ii. Conduct mental health bio-psychosocial assessments and determine appropriate level of care.
 - iii. Conduct support groups based on school need.
 - iv. Provide crisis intervention support to students.
 - v. Support student re-entry post crisis intervention.
 - vi. Coordinate referrals and warm hand-offs to appropriate providers within the system.
 - vii. Coordinate mental health services and referrals with Health Advocates/Navigators and student's caregivers.
 - viii. Assist Navigators with duties and accessing necessary services.
 - ix. Support integration of PBIS/MTSS with mental health services.
 - x. Communicate MHSSA program components and how to access services to students, parents and/or caregivers, administrators, school personnel and staff, community members and stakeholders.
2. **Project Manager** (1.0 FTE) will oversee the operational duties of the grant and partnership and support the MHSSA program staff, SBCEO and Behavioral Wellness. Project Manager duties will include:
 - i. Program oversight including project management, contract monitoring, fiscal monitoring, grant reporting, policy development and monitoring;
 - ii. Manage and support of staff including daily tasks, professional development, assignments in county-wide schools, and staff coordination with all grant partners;
 - iii. Assist school staff with coordination of mental health awareness activities and prevention awareness in participating school districts and within community;
 - iv. Establish insurance and Medi-Cal billing along with monitoring controls and effectiveness of Program outcomes;
 - v. Community outreach and presentations;
 - vi. Facilitate community meetings with community stakeholders including overseeing Partnership community activities;
 - vii. Coordinate with Research & Evaluation for completion of grant progress reports for MHSOAC, the Partnership Group, Behavioral Wellness and other stakeholders as needed;
 - viii. Deployment of trainings to staff and community;
 - ix. Conduct a community and school mental health and substance use inventory and provide a map of school resources;
 - x. Collaborate with schools and districts on the integration of PBIS/MTSS and mental health;
 - xi. Ensure multi-modal access to services;
 - xii. Outreach to public and private funding sources and insurance providers;
 - xiii. Outreach to juvenile justice resources;
 - xiv. Research and implement peer counseling training programs; and

- xv. Communicate County requests and MHSOAC Grantor requirements, which will be followed by Health Advocates/Navigators.

3. **Research Evaluator** (.25 FTE) duties include:
 - i. Develop, administer, and analyze program data collection
 - ii. Monitor data collection for accuracy and quality improvement
 - iii. Ensure data collection tools and reports align with grant reporting requirements
 - iv. Produce reports for Partnership, SBCEO and BWell as needed
 - v. Produce required reports for MHSOAC grant compliance
 - vi. Collaborate with MHSOAC for data and reporting needs
 - vii. Collaborate with Project Manager for data collection and reporting needs
 - viii. Support MHSSA program staff in data collection as required by MHSOAC grantor requirements.

4. **EVALUATION.** Behavioral Wellness shall employ staff (Research Evaluator) to coordinate and administer data collection and reporting required by MHSOAC Agreement #19MHSOAC082, as may be amended. Behavioral Wellness and SBCEO will develop and maintain methods for sharing data. SBCEO shall allow access to the MHSOAC Commission to all data required by the MHSOAC Commission in accordance with privacy laws. For data to which SBCEO does not have access, MOUs will need to be developed between Behavioral Wellness and participating school districts to obtain data required by the MHSOAC.

5. **TRAINING.** Program is responsible for ensuring Navigators are trained per SBCEO hiring policies and procedures. Behavioral Wellness will also be responsible for training the Clinicians, Project Manager and Evaluator per their standard hiring policies and procedures. The following is an outline of mandatory trainings must be completed by MHSSA staff with the exclusion of the Evaluator:

	Required Before Field Work	Annual Training	Health Advocate/ Navigator	Clinician	Project Manager
Behavioral Wellness Training					
HIPAA and Behavioral Health	X	X		X	X
Emergency Response and Emergency Alert Codes Training				X	X
Infection Control: The Basics				X	X
Behavioral Wellness Injury and Illness Prevention Program				X	X
MHSSA Overview				X	X
Code of Conduct		X		X	X
Cultural Competence		X		X	X

Consumer Culture		X		X	X
New Clinical Staff also need					
Clinician's Gateway	X			X	
Documentation Training Online (Vertical Change)	X		X	X	X
Annual Assessment and Treatment Planning	X			X	
SBCEO Employee Training / Requirements					
Mandated Reporter Training online	X	X	X		
Sexual Harassment Training online	X	X	X		
Tuberculosis Clearance	X		X	X	X
Fingerprint Clearance	X		X	X	X
COVID-19 Wellness Affirmation	X		X	X	X
Basic COVID-19 policies including physical distancing, cohorting, face coverings, washing hands, etc.	X		X	X	X
COVID-19 Testing Attestation as needed	X		X	X	X
Additional Training as Needed*					
Mental Health First Aid			X		**
HIPPA v FERPA			X	X	X
Resource Directories	X		X	X	X
PBIS/MTSS Overview			X	X	X

*Additional training may be provided by outside agencies and tracked via Relias, Behavioral Wellness' training portal.

** Project Manager should participate if they do not have a clinical background.

6. REPORTS.

A. A. SBCEO Support of County Reporting Requirements.

1. SBCEO acknowledges and understands that Behavioral Wellness has reporting obligations per MHSOAC Agreement #19MHSOAC082, as may be amended.
2. In order that Behavioral Wellness may comply with its reporting obligations, SBCEO shall provide Behavioral Wellness with data, as available, or other support, as specified below and as otherwise may be requested by Behavioral Wellness based on MHSOAC Commission-requested requirements.

- a. **Staffing Reports.** SBCEO shall submit quarterly staffing reports to County. These staffing reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names; bilingual

and bicultural capabilities; budgeted monthly salary; actual salary; staffing status and Duty Statements for any newly filled positions, if applicable; and hire and/or termination date. The staffing reports shall be received by County no later than ten (10) calendar days following the end of the quarter being reported.

- b. **Monthly Reports** will be submitted by Behavioral Wellness with support from SBCEO as needed. SBCEO shall provide Behavioral Wellness with data or other support upon request so Behavioral Wellness may participate in monthly check-in meetings with MHSOAC Commission staff to provide status updates on reporting requirements, hiring, spending, schedule, and other relevant issues. Reporting as required by the MHSOAC Commission including but not limited to:
 - i. The types of services being provided, if new staff have been hired, SBCEO will provide Behavioral Wellness with staff names and Duty Statement
 - ii. Any barriers encountered and if so, what are they, and how are they being addressed.
 - iii. At least one success that demonstrates the effectiveness of program.
 - iv. The entities that have been involved in regular partnership meetings.
- c. **Quarterly Reporting.** SBCEO shall provide Behavioral Wellness with data, as available, or other support no later than 5 days following request so Behavioral Wellness may submit the following reports containing the following information to the MHSOAC Commission:
 - i. **Hiring Report**
 - 1. The Hiring Report shall include the following:
 - 2. List each type of personnel hired by the county and/or hired as a contractor (e.g., peers, social workers, nurses, clinicians, mental health workers, etc.). Identify which staff are county staff and which are contract.
 - 3. List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description).
 - ii. **Evaluation Data**
 - 1. Behavioral Wellness shall provide to the Commission data based on the specifications and timelines defined by the Commission.
 - iii. **Expenditure Information**
 - 1. Behavioral Wellness shall report all Grant expenditure information in the Annual Fiscal Report within 15 days of the end of the grant year. Grantee shall remit to the Commission all unexpended grant funds at the end of the contract term.
- d. **Annual Mandatory Training Report.** SBCEO shall submit evidence of completion of the Mandatory Trainings identified in Section 5 (Training) on an annual basis to the County Systems Training Coordinator. Training materials,

competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.

- e. **Additional Reports.** SBCEO shall maintain records and make statistical reports as required by County and the Mental Health Services Oversight and Accountability Commission or other applicable agency, on forms provided by the requesting agency. In addition to reports required under this Agreement, upon County's request, SBCEO shall make additional reports as required by County concerning SBCEO activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for SBCEO to respond.

7. CONFIDENTIALITY.

- A. SBCEO, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. SBCEO shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. SBCEO shall make itself and any subcontractors, employees or agents assisting SBCEO in the performance of its obligations under this Agreement, available to County or the MHSOAC Commission at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, the MHSOAC Commission, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, or state privacy laws, which involves inactions or actions by SBCEO, except where SBCEO or its subcontractor, employee or agent is a named adverse party.

8. CULTURAL COMPETENCE.

- A. At all times, the SBCEO shall staff personnel who can communicate in the client preferred language, or SBCEO shall provide interpretation services in the County's identified threshold language (Spanish).
- B. SBCEO will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. SBCEO percentage

goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.

- C. SBCEO shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- D. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in section 8.A above.
- F. SBCEO shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- G. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County including, but not limited to: foster and homeless youth, youth who identify as lesbian, gay, bisexual, transgender, queer, or plus and youth who have been suspended or expelled from school.
- H. SBCEO shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 - 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

9. NOTIFICATION REQUIREMENTS

- A. SBCEO shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - 1. Suspected or actual misappropriation of funds under SBCEO control;
 - 2. Legal suits initiated specific to the SBCEO's practice;
 - 3. Initiation of criminal investigation of SBCEO; or
 - 4. HIPAA breach.
- B. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. SBCEO shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).
- C. SBCEO may contact bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.

10. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least quarterly, and more frequently, if needed, with SBCEO Health Advocates/Navigators, Behavioral Wellness

Clinicians, Research Evaluator, and Project Manager to collaboratively discuss Programmatic, Fiscal, and Contract matters.

11. PERFORMANCE

A. SBCEO shall adhere to all applicable County, State, and Federal laws in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below as applicable. SBCEO shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. SBCEO's performance shall be governed by and construed in accordance with, the following:

1. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
2. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
3. California's Mental Health Services Act;
4. California's Mental Health Student Services Act;
5. California Code of Regulations Title 9, Division 1; and
6. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

12. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS

- A. SBCEO shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to SBCEO's facility(ies) and services under this Agreement. SBCEO shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any SBCEO staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.

13. MONITORING

- A.** If SBCEO identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, SBCEO shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B.** County shall suspend payments to SBCEO when it or the State determines there is a credible allegation of fraud. SBCEO shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. If SBCEO identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, SBCEO shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C.** SBCEO shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.
- D.** County shall monitor the performance of SBCEO on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with SBCEO's staff regarding quality of services, fiscal and overall performance activity. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of SBCEO's documentation.
- E.** SBCEO shall allow County, the MHSOAC Commission, and other authorized federal and state agencies, or their duly authorized designees, to evaluate SBCEO's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event SBCEO has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. If monitoring activities identify areas of non-compliance, SBCEO will be provided with recommendations and a corrective action plan. SBCEO shall be liable to County for any penalties assessed against County for SBCEO's failure to comply with the required corrective action.

14. STATE CONTRACT COMPLIANCE.

- A.** Mental Health Services Oversight and Accountability Commission (MHSOAC) Agreement #19MHSOAC082, all exhibits or attachments thereto including, but not limited to, Santa Barbara County's grant application for MHSOAC's Request for Applications, MHSSA_001, Addendum 2, are incorporated by reference and made part of this Agreement as if fully set forth herein.
 - 1. AUDIT:** Contractor agrees that the awarding department, the Department of General

Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

2. NON-DISCRIMINATION CLAUSE: During the performance of this Contract, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
3. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - i. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

4. PUBLICATIONS AND REPORTS

- i. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

5. CONFIDENTIALITY OF DATA AND DOCUMENTS

- i. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- ii. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- iii. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Mental Health Services Oversight and Accountability Commission staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
- iv. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- v. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

- B. In the event of conflict between the provisions contained in this Agreement and the provisions contained in MHSOAC Agreement #19MHSOAC082, including all exhibits and attachments attached to each agreement, the matter shall be promptly submitted to bwelcontractsstaff@sbcbswell.org who shall promptly make a determination in writing. Any adjustment by SBCEO without such a determination shall be at its own risk and expense.

15. SUBCONTRACTS. SBCEO shall include the audit, nondiscrimination, confidentiality of data and documents, and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-1)

(With attached Exhibit B-1 Schedule of Rates and Contract Maximum and Exhibit B-2 Entity Budget By Program)

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-2-MHSSA. For MHSSA and all other services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§14705-14711, as applicable, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-2 based on satisfactory performance of the mental health services described in Exhibit A-1.

B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A-1 to this Agreement. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A-1 shall constitute a material breach of this Agreement. Contractor, including its officers and members, shall not use funds received from the MHSOAC pursuant to this contract to support or pay for costs or expenses related to the following:

- i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- ii. Lobbying for either the passage or defeat of any legislation.

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

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$462,788 and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 and Exhibit B-2–MHSSA and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

III. REALLOCATION OF PROGRAM FUNDING

- A. Funding is limited by program to the amount specified in Exhibit B-1 and Exhibit B-2. Contractor cannot move funding between programs without explicit approval by the Director or designee. Contractor shall make written application to Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 and Exhibit B-2 between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director’s or designee’s decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Director or designee also reserve the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

IV. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

Submission of Claims and Invoices. Invoices shall be delivered electronically to the County designated representative or to:

financecbo@co.santa-barbara.ca.us
Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110 –1316

Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

The Program Contract Maximums specified in Exhibit B-1, Exhibit B-2 MH and this Exhibit B are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A-1 to this Agreement (such as time-limited or services tied to the school year). Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Standard Terms and Conditions Section 19.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. With the exception of the final month’s payment

under this Agreement, County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

V. OPERATING BUDGET

A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues. The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VI. COST REPORT.

A. Submission of Cost Report. Within three weeks of the release of the cost report template by the Department of Health Care Services (DHCS) but no sooner than 30 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report (original cost report) with a statement of expenses and revenue and other supporting schedules for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Behavioral Wellness Director or designee upon reasonable notice. A final (reconciled) cost report is also due approximately 1 to 2 years after submission of the original cost report. The specific deadline for the final cost report is determined by the State. Contractor shall submit a final (reconciled) cost report within three weeks of the County's formal request.

B. Cost Report to be Used for Settlement. The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement with Contractor.

C. Penalties. Failure of Contractor to submit accurate and complete Annual Cost Report(s) within 45 days after the due date set in Section VIA (Submission of Cost Report) above or the expiration or termination date of this Agreement shall result in:

- a. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) are not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. The late fee will be invoiced

separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.

- b. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VI.A (Submission of Cost Report) or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) are outstanding shall be repaid by Contractor to County within 90 days. Further, County may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- c. In addition, County may withhold payments of additional funds owed to Contractor until the cost report that is due has been submitted if Contractor does not submit the cost report by the reporting deadline.

VII. PRE-AUDIT COST REPORT SETTLEMENTS.

A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MHS Section VI (Cost Report), at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this Agreement. Settlement for services shall be adjusted to the lower of:

1. The Contractor's actual costs.

B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.

C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the Behavioral Wellness Director or designee.

VIII. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDICAL FINAL SETTLEMENT.

A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.

B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. If the Responsible Auditing Party

stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.

- C. **Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. **Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: SANTA BARBARA COUNTY OFFICE OF EDUCATION **CONTRACT 10/1/21 -**
TERM: 9/30/22

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Non - Medi-Cal Billable Services	Outreach Services	45	Mental Health Promotion	N/A	10	Actual Cost

	PROGRAM					TOTAL
	Mental Health Educators					
GROSS COST:	\$ 462,788					\$462,788
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST): Government funding						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -		\$0
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 462,788	\$ -	\$ -	\$ -	\$ -	\$ 462,788

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)						\$ -
NON-MEDI-CAL	\$ 462,788					\$ 462,788
SUBSIDY						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 462,788	\$ -	\$ -	\$ -	\$ -	\$ 462,788

CONTRACTOR SIGNATURE: DocuSigned by:
 SUSAN SANCHEZ
F25478764A4C404...

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

- (1) Additional services may be provided if authorized by Director or designee in writing.
- (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

AGENCY NAME: CONTRACT TERM SANTA BARBARA COUNTY EDUCATION OFFICE
10/1/21 - 9/30/22

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	2
		I. REVENUE SOURCES:	COUNTY PROGRAMS TOTALS	MHSSA
1		Behavioral Wellness Funding	\$ 462,788	\$ 462,788
2			\$ -	
3		GROSS PROGRAM REVENUE BUDGET	462,788	462,788

		III. DIRECT COSTS	COUNTY PROGRAMS TOTALS	MHSSA
		III.A. Salaries and Benefits Object Level		
4		Salaries (Complete Staffing Schedule)	\$ 432,000	\$ 432,000
5		Employee Benefits & Taxes	\$ -	\$ -
6		Salaries and Benefits Subtotal	\$ 432,000	\$ 432,000
		III.B Services and Supplies Object Level		
7		Training and Professional Development	\$ 2,500	\$ 2,500
8		Website and resource guide consultant	\$ 2,500	\$ 2,500
21		Stipends for teacher training	\$ 2,500	\$ 2,500
22		Travel and transportation	\$ 1,000	\$ 1,000
23		Supplies	\$ 250	\$ 250
10		Services and Supplies Subtotal	\$ 8,750	\$ 8,750
11		SUBTOTAL DIRECT COSTS	\$ 440,750	\$ 440,750
		IV. INDIRECT COSTS		
12		Administrative Indirect Costs (Reimbursement limited to 5%)	\$ 22,038	\$ 22,038
13		GROSS DIRECT AND INDIRECT COSTS	\$ 462,788	\$ 462,788

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

(For Professional Contracts version 2014 04 04)

INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

EXHIBIT E

MHSSA PROGRAM GOALS, OUTCOMES AND MEASURES

EXHIBIT E
MHSSA PROGRAM GOALS, OUTCOMES AND MEASURES

2. MHSSA Program Objectives and Outcomes

a. Objectives

- i. Increase student and family awareness of and access to prevention, early intervention and crisis response mental health programs and services.
- ii. Provide educational opportunities to increase awareness of youth mental health and wellness needs and reduce stigma and discrimination.
- iii. Increase collaboration and communication between Behavioral Wellness and Santa Barbara County Education Office.
- iv. Increase collaboration opportunities with public and privately funded mental health providers.
- v. Identify collaboration and funding opportunities to support, expand and sustain mental health programming in schools.

b. Outcomes

- i. Reduce the need for crisis response and hospitalizations.
- ii. Reduce stigma and discrimination.
- iii. Increase youth, families and school staff ability to support youth mental health and wellness.
- iv. Increase access to prevention and early intervention support systems.
- v. Increase resiliency and coping skills.

3. Evaluation

- a. Behavioral Wellness shall employ staff (Research/Evaluator) to coordinate and administer data collection and reporting requirements.
- b. Behavioral Wellness and SBCEO will develop and maintain methods for sharing data.
- c. The Research/Evaluator will:
 - i. Develop, administer, and analyze program data collection
 - ii. Monitor data collection for accuracy and quality improvement
 - iii. Ensure data collection tools and reports align with grant reporting requirements
 - iv. Produce reports for Partnership, SBCEO and BWell as needed
 - v. Produce required reports for MHSOAC grant compliance
 - vi. Collaborate with MHSOAC for data and reporting needs
 - vii. Collaborate with Project Manager for data collection and reporting needs
 - viii. Support MHSSA program staff in data collection as required by MHSOAC grantor requirements.
- d. Evaluation activities are intended to provide counties and the Commission with data related to program impact and individual experience, and to demonstrate program effectiveness throughout the grant cycle. It is intended that the results from the local evaluations by the grantees will yield best practices for school-based mental health partnerships, number of students served, demographics, data

on linkage to ongoing mental health services, and comparison data on negative outcomes of untreated mental health conditions e.g. suicide, school failure, and out of home placement.

- e. Behavioral Wellness and SBCEO shall collect relevant person identified-level data. If requested, Behavioral Wellness shall provide access to the Commission to all relevant person identified-level data collected and maintained by Behavioral Wellness and SBCEO. Both parties shall ensure that county partners grant access to the Commission to all relevant person identified-level data.

*Contractor and County may amend the program goals, outcomes, and/or measures described in this Exhibit E by agreement. Amendments to this Exhibit E shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

**EXHIBIT BAA
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)**

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate.

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and

only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity

in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes

constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.
- q. **Compliance with HIPAA Workforce Training.** As set forth in section 164.530 of 45 CFR Business Associate is expected to adhere to the Health Insurance Portability and Accountability Act (HIPAA) regulations to the extent necessary to comply with Covered Entity's legal obligations and to develop and maintain comprehensive consumer confidentiality policies and procedures, provide annual training of all affected staff regarding those policies and procedures including Security and Privacy safeguards, and demonstrate reasonable effort to secure written and/or electronic data to document the provision of such training and agrees to make available to the Covered Entity upon request. The parties should anticipate that this agreement will be modified as necessary for full compliance with HIPAA.

3. Termination.

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the

Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Indemnification.

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

5. Disclaimer.

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Certification.

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

7. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to

promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation of Administrative Proceedings.

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

9. No Third-Party Beneficiaries.

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Agreement.

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

11. Entire Agreement of the Parties.

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

12. Interpretation.

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT F
ADDENDUM
MHSSA GRANT
AGREEMENT

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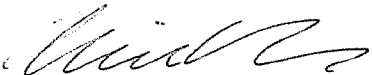
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ATTACHMENT 1: APPLICATION COVER SHEET

Mental Health Student Services Act of 2019

Grant Application Cover Sheet

Provide the name of the entity submitting the Application in the table below.

Name of Lead County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title
Santa Barbara County Department of Behavioral Wellness	Suzanne Grimesey, PIO/Chief Quality Care and Strategy Officer
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
	6/19/2020

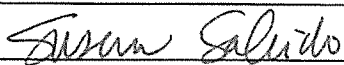
Name of Lead Agency, if not County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title
Director or Designee Signature	Date

I HEREBY CERTIFY under penalty of perjury that I have the authority to apply for this grant; 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.

If this is a joint effort, 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:	
3.	Name:	
	Signature:	

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. Santa Barbara County Education Office	Name: Susan Salcido	6/9/20
	Signature: 	
2.	Name:	
	Signature:	
3.	Name:	
	Signature:	

Name of all school districts in the county partnership in the application
(Add lines as needed)

1. Adelante Charter School
2. Ballard School District
3. Buellton School District
4. Cold Spring School District
5. College Spring School District
6. Cuyama Joint Unified School District
7. Guadalupe Union School District

8. Hope School District
9. Lompoc Unified School District
10. Montecito Union School District
11. Santa Barbara Unified School District
12. Santa Maria Joint Union High School District
13. Solvang School District
14. Vista del Mar Union School District

County or City Lead Grant Coordinator Contact Information:

Name:	Suzanne Grimesey
Title:	PIO and Chief Quality Care and Strategy Officer
Email:	sgrimesey@co.santa-barbara.ca.us
Phone Number:	805.681.5289 (office) 805.886.5403 (mobile)

ATTACHMENT 2: INTENT TO APPLY

This Attachment is required to be submitted by the due date stated in Table V-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
 1325 J Street, Suite 1700
 Sacramento, CA 95814
Cheryl.Ward@mhsoc.ca.gov

We intend to submit an Application and choose (select one):

- Category 1 – Existing Partnership – County collaborative partnership has been in existence at least 2 years from the date the RFA is released.
- Category 2 – New or Emerging Partnership – County collaborative partnership has been in existence less than 2 years from the date the RFA is released.

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

Name:	Susan Salcedo, Ed.D., Santa Barbara County Superintendent of Schools		
Address:	4400 Cathedral Oaks Road		
City, State and ZIP Code:	Santa Barbara CA 93110		
Telephone:	(805) 964-4711 ext. 5286	FAX:	(805) 964-4712
E-Mail:	Ssalcedo@sbceo.org		

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.	Santa Barbara County Department of Behavioral Wellness

2.	
3.	
4.	

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

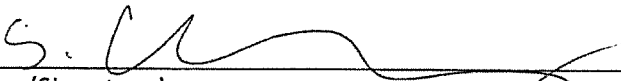
Educational entities (County Office of Education and/or Charter School(s))	
1.	Santa Barbara County Education Office
2.	
3.	
4.	

List all School Districts participating in this application. *(Add lines as needed)*

School Districts	
1.	Ballard School District
2.	Blochman Union School District
3.	Buellton Union School District
4.	Carpinteria Unified School District
5.	Cold Spring School District
6.	College School District
7.	Cuyama Joint Unified School District
8.	Goleta Union School District
9.	Guadalupe Union School District
10.	Hope Elementary School District
11.	Lompoc Unified School District
12.	Los Olivos School District
13.	Montecito Union School District
14.	Orcutt Union School District
15.	Santa Barbara Unified School District

16.	Santa Maria Bonita School District
17.	Santa Maria Joint Union High School District
18.	Santa Ynez Valley Union High School District
19.	Solvang School District
20.	Vista del Mar Union School District

Authorized Signor:


Name (Signature) Date 1-8-20

Suzanne Grimmesey - Chief Quality Care & Strategy Officer Santa Barbara
Name and Title (Print) County

Suzkirk@co.santa-barbara.ca.us 805-681-5289
Email Telephone

ATTACHMENT 3: MINIMUM REQUIREMENTS

Category	
VII. B.i.	<p>Check the box below if selecting Category 1:</p> <p>An existing Partnership for purposes of this RFA is one that has been in existence for at least 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:</p> <ul style="list-style-type: none"> • County Office of Education • Charter school • School district <p style="text-align: center;"><input type="checkbox"/></p>
VII. B.ii.	<p>Check the box below if selecting Category 2:</p> <p>A New or Emerging Partnership for purposes of this RFA is one that was not in existence prior to this RFA or has been in existence for less than 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:</p> <ul style="list-style-type: none"> • County Office of Education • Charter School • School district <p style="text-align: center;"><input checked="" type="checkbox"/></p>
Evidence of Established Collaborative	
VII. B.iii.1.	<p>State the number of years the Partnership has been in existence:</p> <p style="text-align: center;">___0___ years</p> <p>The County of Santa Barbara Department of Behavioral Wellness and Santa Barbara County Education Office will enter into a new partnership upon funding award.</p>
VII. B.iii.2.	<p>Check the box below if the following is attached behind this page:</p> <p>A formal agreement will be developed and executed upon award of grant funding.</p> <p>Provide support of when the Partnership started. Support can be an MOU, service agreement, or other type of agreement between all of the entities formalizing the Partnership and dated.</p> <p style="text-align: center;"><input type="checkbox"/></p>
VII. B.iii.3.	<p>Check the box below if the following is attached behind this page:</p> <p>A formal agreement will be developed and executed upon award of grant funding.</p> <p>Provide support that the Partnership is in existence as of the application due date. This can include an MOU, service agreement, or other type of agreement between all of the entities with a current 2020 date.</p> <p style="text-align: center;"><input type="checkbox"/></p>

ATTACHMENT 4: APPLICANT BACKGROUND

Partnership Background

VII.C.i.1.

What is the vision, mission, objective of the Partnership and how is it accomplished?

The vision, mission, objectives and strategic plan for the partnership will be formalized upon notification of grant funding. The diverse members convened for the purpose of submitting this grant application have made a commitment to become members of the Partnership team. The current members are prepared to strengthen their relationships and welcome school district liaisons to the group in order to provide Santa Barbara County youth with increased access to mental health resources and services on campus and within their communities. Behavioral Wellness has strong crisis response programs and, like so many mental health systems, is challenged to meet the mental health mild to moderate needs of children and youth due to an increasing demand for higher levels of care. With a focus on prevention and early intervention, the Partnership will create opportunities for youth and their families to access multi-modal resources to address the increasing need for mild to moderate services, especially since the onset of social distancing and stay at home public health orders. The Partnership team looks forward to the commencement of implementing resources to meet the mental health needs of the youth in our community.

Vision: A collaborative partnership between the Santa Barbara County Education Office and County of Santa Barbara Department of Behavioral Wellness to ensure seamless linkages to prevention and intervention resources, including securing appropriate levels of behavioral health services for County youth and their families.

Mission: To ensure Santa Barbara County youth have expeditious access to behavioral health supports and services to reduce the need for heightened levels of care and improve the social, emotional, and educational experience of every youth in the county.

VII.C.i.2.

What entities are involved? List them individually?

- a County Mental or Behavioral Health Department:
- 1) County of Santa Barbara Department of Behavioral Wellness
 - 2)

	a	i.	<p>Is this a Single or Multi-county collaborative? If Multi-county, list the names of the counties:</p> <ul style="list-style-type: none"> • Single County application 																																			
	b		<p>County Office of Education:</p> <ol style="list-style-type: none"> 1) Santa Barbara County Education Office 2) 																																			
	c		<p>Charter School:</p> <ol style="list-style-type: none"> 1) Adelante Charter School 2) Manzanita Public Charter School 3) Peabody Charter School 4) Santa Barbara Charter School 																																			
	d		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">School Districts:</th> <th style="text-align: right;">Enrollment:</th> </tr> </thead> <tbody> <tr><td>1) Ballard School District</td><td style="text-align: right;">1) 143</td></tr> <tr><td>2) Blochman Union School District</td><td style="text-align: right;">2) 1,310</td></tr> <tr><td>3) Buellton Union School District</td><td style="text-align: right;">3) 644</td></tr> <tr><td>4) Carpinteria Unified School District</td><td style="text-align: right;">4) 2,150</td></tr> <tr><td>5) Cold Spring School District</td><td style="text-align: right;">5) 171</td></tr> <tr><td>6) College School District</td><td style="text-align: right;">6) 378</td></tr> <tr><td>7) Cuyama Joint Unified School District</td><td style="text-align: right;">7) 242</td></tr> <tr><td>8) Goleta Union School District</td><td style="text-align: right;">8) 3,619</td></tr> <tr><td>9) Guadalupe Union School District</td><td style="text-align: right;">9) 1,289</td></tr> <tr><td>10) Hope School District</td><td style="text-align: right;">10) 932</td></tr> <tr><td>11) Lompoc Unified School District</td><td style="text-align: right;">11) 10,055</td></tr> <tr><td>12) Los Olivos School District</td><td style="text-align: right;">12) 144</td></tr> <tr><td>13) Montecito Union School District</td><td style="text-align: right;">13) 368</td></tr> <tr><td>14) Orcutt Union School District</td><td style="text-align: right;">14) 5,082</td></tr> <tr><td>15) Santa Barbara County Education Office, Juvenile Court & Community Schools</td><td style="text-align: right;">15) 282</td></tr> <tr><td>16) Santa Barbara Unified School District</td><td style="text-align: right;">16) 14,538</td></tr> <tr><td>17) Santa Maria-Bonita School District</td><td style="text-align: right;">17) 16,959</td></tr> </tbody> </table>	School Districts:	Enrollment:	1) Ballard School District	1) 143	2) Blochman Union School District	2) 1,310	3) Buellton Union School District	3) 644	4) Carpinteria Unified School District	4) 2,150	5) Cold Spring School District	5) 171	6) College School District	6) 378	7) Cuyama Joint Unified School District	7) 242	8) Goleta Union School District	8) 3,619	9) Guadalupe Union School District	9) 1,289	10) Hope School District	10) 932	11) Lompoc Unified School District	11) 10,055	12) Los Olivos School District	12) 144	13) Montecito Union School District	13) 368	14) Orcutt Union School District	14) 5,082	15) Santa Barbara County Education Office, Juvenile Court & Community Schools	15) 282	16) Santa Barbara Unified School District	16) 14,538	17) Santa Maria-Bonita School District
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	<p>18) Santa Maria Joint Union High School District 18) 8,657 19) Santa Ynez Valley Union High School District 19) 888 20) Solvang School District 20) 635 21) Vista del Mar Union School District 21) 24</p> <p>(Add rows as needed)</p>	
	<p>School:</p> <p>1) 2) 3) 4) 5) 6)</p> <p>(Add rows as needed)</p>	<p>Enrollment:</p> <p>1) 2) 3) 4) 5) 6)</p>
VII.C.i.3.	Governance Structure	
	<p>Describe the governance structure of the County – Educational Entities partnership:</p> <p>The Partnership will consist of representatives of Santa Barbara County Education Office, each school district who opted into the grant program, the County of Santa Barbara Department of Behavioral Wellness, and community-based mental health organizations. Having collaborated on many projects, the Partnership will formalize a member agreement to support the successful implementation of the program outlined within this application. Partnership members will bring their expertise to guide thoughtful, deliberate strategic planning and development of funding sources to continue programs well beyond the grant cycle. Upon award of grant funding, school districts will recruit representatives to join current Partnership members in finalizing the group structure and defining member roles. Each member brings a unique perspective to the table and will lend their expertise to ensure successful implementation. The Partnership accepts the responsibility</p>	

	<p>for overseeing all aspects of the program and ensuring Program staff have the necessary resources and ground level support to effectively execute their duties.</p>
<p>b</p>	<p>What is the role of the governance group and what are the decision-making responsibilities given to it?</p> <p>The Partnership will ensure program components are executed in a timely manner and will be the main decision-making and strategic planning body of the program. Upon award of grant funding, the Partnership will actively recruit new members and convene their first official meeting to define roles and responsibilities based on the strengths, expertise and resources each member brings to the table. The Partnership will engage strategic planning with a focus on first year implementation and lay the foundation for grant years 2, 3 and 4. During years 2 and 3, the Partnership will begin to strategize for the transition from grant funding to being fully supported by other public and private resources. Contracted services will be coordinated by the Partnership who will award and evaluate service providers at least yearly. Behavioral Wellness and SBCEO will take full responsibility for program staff hired under their organization, although the Partnership will be consulted about staffing procedures. Expenses related to grant funding will be reviewed and approved by the Partnership. Upon notification of grant funding, SBCEO and Behavioral Wellness will develop a formal policies and procedures to coordinate fiscal matters.</p>
<p>c</p>	<p>Who is involved and what are the roles of each?</p> <p>Person and Title: Susan Salcido, County Superintendent of Schools, SBCEO</p> <p>Role: Co-lead the Partnership with Suzanne Grimesey. SBCEO will partner with Behavioral Wellness, county school districts, and community organizations to provide leadership in mental health education and wellness for educators, students, parents, and the community.</p> <hr/> <p>Person and Title: Suzanne Grimesey, PIO/Chief Quality Care & Strategy Officer, SBC Behavioral Wellness</p> <p>Role: Co-lead the Partnership with Susan Salcido. Behavioral Wellness partner with SBCEO to bring extensive experience working with schools and districts</p>

countywide surrounding trauma response, deaths of students and teachers (including deaths by suicide), mental health education and representative on the countywide School Wellness Summit Committee.

Person and Title: Annmarie Cameron, CEO, Mental Wellness Center

Role: Mental Wellness Center (MWC) to partner with SBCEO and the collaborative to bring training and community resources such as Adult, Youth and Teen Mental Health First Aid trainings as well as facilitating Mental Health Matters, an original curriculum for 6th and 9th grade students) and coordinates the Youth Wellness Connection Council comprised of 60+ high school students.

Person and Title: Rachael Steidl, Founder & Director, YouthWell Coalition

Role: Youthwell to partner with SBCEO and Behavioral Wellness to connect youth, ages 12-25, and their families to mental health supports. Youthwell will engage community stakeholders, service providers, schools, and caregivers to establish priorities and set goals, in order to create a coordinated and comprehensive system of care focused on early intervention, prevention and education.

Person and Title: Bridget Baublits, Assistant Superintendent, Educational Services, SBCEO

Role: To provide educational services and support to districts, educators, students, parents and the community.

Person and Title: Valerie Cantella, Director of Communications, SBCEO

Role: To provide communications support with messaging to Districts, educators, students, parents and the community.

	<p>Person and Title: John Winckler, Division Chief of Clinical Operations, SBC Behavioral Wellness</p> <p>Role: Provide the BWELL children’s programming knowledge and perspective. Oversee the hiring and training of the clinicians. Ensure Navigators are knowledgeable in all areas of BWELL programming. Ensure clinical and legal/ethical issues are appropriately addressed and be the liaison between the program and BWELL/CBO/Network provider staff.</p>
	<p>Person and Title: Participating School District Liaisons</p> <p>Role: To provide ground level perspective of programming and assist with data collection, program evaluation, informed decision-making and strategic planning.</p>
	<p>Person and Title: Mental Health Provider Representatives</p> <p>Role: To support mental health programming and services in the schools and assist with increasing accessibility to services.</p>
	<p>Person and Title: Healthcare Insurance Provider Representatives</p> <p>Role: To support mental health programming and services in the schools and assist with increasing accessibility to services.</p>
	<p>Include an organization chart which lists all entities and their roles.</p> <p>The partnership between the County of Santa Barbara Behavioral Wellness and Santa Barbara County Education Office is a new undertaking. A formal agreement outlining Partnership meetings will be developed and executed upon award of grant funding. The Partnership would be willing to supply MHSOAC with evidence of Partnership structure, roles and meetings during the grant cycle.</p> <p>Check the box below to indicate the document has been provided.</p> <p><input type="checkbox"/></p>

		<p>State how often the governance group meets. Are these regularly scheduled meetings, ad hoc meetings, or a combination?</p> <p>The partnership between the County of Santa Barbara Behavioral Wellness and Santa Barbara County Education Office is a new undertaking. A formal agreement outlining Partnership meetings will be developed and executed upon award of grant funding. The Partnership would be willing to supply MHSOAC with evidence of Partnership structure, roles meetings during the grant cycle.</p> <p>e .</p> <p><input type="checkbox"/> Regularly Scheduled. State how often:</p> <p><input type="checkbox"/> Ad hoc. Explain:</p> <p><input type="checkbox"/> Combination. Explain:</p>
		<p>Provide a copy of any bylaws, motion, or some other agreement identifying the number of times the Governing body meets.</p> <p>The partnership between the County of Santa Barbara Behavioral Wellness and Santa Barbara County Education Office is a new undertaking. A formal agreement outlining Partnership meetings will be developed and executed upon award of grant funding. The Partnership would be willing to supply MHSOAC with evidence of Partnership structure, roles and meetings during the grant cycle.</p> <p>e i .</p> <p>Check the box below to indicate the document has been provided.</p> <p><input type="checkbox"/></p>
		<p>Provide agendas, meeting minutes, or public notifications of the meetings to show that the governing body has met over the past year.</p> <p>ii .</p> <p>The partnership between the County of Santa Barbara Behavioral Wellness and Santa Barbara County Education Office is a new undertaking. A formal agreement outlining Partnership meetings will be developed and executed upon award of grant funding. The Partnership would be willing to supply</p>

		<p>MHSOAC with evidence of Partnership structure, roles and meetings during the grant cycle.</p> <p>Check the box below to indicate the document has been provided.</p> <p><input type="checkbox"/></p>
VII.C.i.4.		<p>Describe the sources of funds supporting the Partnership:</p> <p>Funding for Partnership members will be provided through their regular salary mechanisms. Therefore, membership will not have to rely on additional funding sources for sustainability.</p>
	a	<p>How much is from Medi-Cal, annually?</p> <p>· None</p>
	b	<p>How much is from the county, annually?</p> <p>·</p>
	b	<p>i. What are the sources of the county funds?</p> <p>·</p>
	b	<p>ii. Is this permanent, one-time, or temporary funding?</p> <p>·</p>
	c	<p>How much is from the school district/Local Educational Agency (LEA), annually?</p> <ul style="list-style-type: none"> • Susan Salcido- Co-lead and County Superintendent of Schools=\$12,706.92 • Bridget Baublits- Assistant Superintendent, Educational Services=\$9,920.98 • Valerie Cantella- Communicators Director= \$8,295.03 • MaryEllen Rehse- Health Linkages Coordinator=\$5,659.65
	c	<p>i. What are the sources of the school district/LEA funds?</p> <p>State funds</p>

	c	ii	Is this permanent, one-time, or temporary funding? Permanent
	d		How much is from the State, annually? <ul style="list-style-type: none"> • John Winckler, Division Chief of Clinical Operations, SBC Behavioral Wellness=\$8,328.00 • Suzanne Grimesey, PIO/Chief Quality Care & Strategy Officer, SBC Behavioral Wellness=\$9,172.00
	d	i.	What are the sources of the State funds? Medi-Cal and Mental Health Services Act
	d	ii	Is this permanent, one-time, or temporary funding? Permanent
	e		How much is from other sources (e.g. Private donors), annually? <ul style="list-style-type: none"> • Annmarie Cameron, CEO, Mental Wellness Center = \$8,500 • Rachael Steidl, Founder & Director, YouthWell Coalition = \$6,000
	e	i.	What are the sources of the Other funds? For Annmarie Cameron: Various community contributions For Rachael Steidl: Santa Barbara Foundation, Cottage Hospital
	e	ii	Is this permanent, one-time, or temporary funding? For Annmarie Cameron: Permanent For Rachael Steidl: Temporary

ATTACHMENT 5: PROPOSED PLAN

Proposed Plan	
VII.D.i.	<p>The Program Plan must demonstrate the Applicant’s ability to meet all specified qualifications, requirements, and standards set forth in the RFA. The Program Plan will include, among other things, a description of the Existing Partnership, or New or Emerging Partnership and the proposed grant program.</p>
VII.D.ii.	<p>Describe how the grant funds will be used to support the goals of the RFA, specifically address how funds will be used for the requirements listed below. If the proposed plan does not specifically include any programs or services to address those requirements listed below, explain how the county is addressing the requirements (i.e., through programs and services) and how the Partnership will provide linkages to the county programs and services.</p> <p>1. Preventing mental illnesses from becoming severe and disabling.</p> <p>Grant funding will support several multi-faceted approaches to support the spectrum of student mental health and wellness needs. The Partnership will ensure that a variety of programming is delivered by mental health resource Navigators, Clinicians and a Project Manager and connected to Behavioral Wellness, mental health providers and community-based mental health organizations. The team will support mental health prevention, early intervention and crisis response activities, including coverage during the summer months, by providing direct services, making direct referrals to services and coordinating mental health training, educational opportunities and presentations to all stakeholders. Navigators will be highly knowledgeable of community resources and will have direct contacts at each referral source to provide families with a “warm hand-off” to services. In addition to facilitating linkages to necessary resources, Navigators will also provide comprehensive case management for students and families who require on-going support to access mental health, homelessness and other necessary services and supports. The team will also support school personnel with the integration of mental health with PBIS or MTSS programming currently being undertaken at participating schools. Melding the two programs will allow for a holistic approach to support student academic and social/emotional success.</p> <p>An important aspect of early mental health identification is providing teachers, school staff, coaches, students, parents and community members with education and training on mental health prevention and early intervention. The Mental Wellness Center currently facilitates the evidence-based Youth Mental Health First Aid (MHFA) training throughout County school districts which is grant funded through the 2020/21 school year and delivers Mental Health Matters, a unique curriculum for 6th and 9th grade students. Mental Wellness Center is also one of only a handful of providers who are piloting teen MHFA, a newly developed model that “teaches high school students about common mental health challenges and what they can do to support their own mental health and help a friend who is</p>

struggling. It's equipping young people with the knowledge and skills they need to foster their own wellness and to support each other." To ensure MHFA training continues beyond the Mental Wellness Center's grant cycle, funding for this grant will sponsor two to three individuals every year with MHFA Train the Trainer certification, creating a larger network of Youth MHFA trainers throughout the County to deliver MHFA courses to school staff, parents and community members. Peer counseling programs have proven to be a successful intervention, thereby increasing capacity for helping students struggling with mild-level mental health issues. The Project Manager will explore options for peer counseling programs and will collaborate with participating schools and districts for implementation in grant years 2, 3 and 4.

Behavioral Wellness has implemented a comprehensive Children's System of Care providing youth pre-natal through age 25 with mental health prevention, early intervention and crisis response services. Navigators, Clinicians and the Project Manager will have extensive knowledge of programs such as New Heights (TAY), Strengthening Families Program, Children Wellness, Recovery and Resiliency, Pathways to Well Being, Great Beginnings, Early Childhood Mental Health, PEI TAY for early psychosis and crisis response to support schools, students, and families wanting additional information or are experiencing challenges to mental well-being.

Clinicians will supervise Navigators and consult with case management. They will also serve as a direct link for students and families to Behavioral Wellness programs including Children Wellness, Recovery and Resiliency; Early Childhood Mental Health program, and Early Detection and Intervention Teams for TAY (transitional-age youth). Clinicians will conduct initial assessments to determine the appropriate level of care and work with families to ensure timely connection with needed resources. They will also be available to facilitate support groups based on student need, such as divorce, grief, and trauma.

The Project Manager will assist with coordination of mental health awareness activities such as Mental Health First Aid training, Each Mind Matters, Signs of Suicide, Talk Saves Lives, and school Wellness Weeks through multi-modal delivery systems. Navigators, Clinicians and the Project Manager will work closely with school staff to ensure students and staff are aware of on-campus and community mental health resources. Additionally, the Project Manager will investigate universal screener resources and conduct outreach to public and private funding sources and primary care and insurance providers and juvenile justice resources.

2.

Improving timely access to services for underserved populations.

Navigators will be the main point-of-contact for school personnel when a student has been identified as needing mental health resources beyond school capacity, with priority on underserved populations such as LGBTQ, foster and homeless youth, and students who have been suspended or expelled. Navigators will work with Clinicians and other Behavioral Wellness staff to make initial contacts with resources regardless of whether the student is covered under Medi-Cal, private insurance or is uninsured. Navigators will provide students and their families with

comprehensive case management to ensure access to services from referral to discharge and throughout the summer months.

Navigators and the Project Manager will develop relationships with administrators and other school staff to assist with students who are experiencing attendance issues or may have been suspended or expelled. In addition, Navigators will introduce themselves and program services to the school community through Back to School activities, school newsletters, and attend parent-teacher association meetings through multi-modal delivery methods including virtually. Navigators and/or the Project Manager will attend student attendance meetings to ensure students and families have knowledge of and access to resources needed to overcome school attendance challenges. Additionally, Administrators will be able to make referrals to the Navigators to facilitate linkages to necessary resources for students who have been suspended or expelled. The Project Manager will also conduct outreach to LGBTQ+ student organizations to ensure members and allies have knowledge of programming and how to access services.

Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.

The Project Manager will be responsible for outreach to parents, community-based organizations, local employers, and primary care providers and provide stakeholders with mental health education opportunities. Utilizing multi-modal delivery methods, presentations will include information on early signs of mental health issues, available resources and how to access them.

3.

In collaboration with school personnel, the Project Manager will assist with coordination of mental health awareness and prevention programming including, but not limited to, Mental Health First Aid training and presentations through Each Mind Matters and American Federation for Suicide Prevention. The Project Manager will identify resources that have multi-modal access options to ensure continuity of services regardless of the continuing pandemic situation or other disasters that may arise over the grant cycle. Events will coincide with monthly awareness themes, such as May's Mental Health Awareness month. The Project Manager will also coordinate follow-up events to provide participants with an opportunity to stay updated on emerging trends through booster sessions and/or have deeper conversations about mental health issues during the school year and summer months.

Community-based organizations throughout Santa Barbara County such as NAMI, YouthWell Coalition and Youth Wellness Connection have programs focusing on youth mental health and wellness. Many of the youth who participated in mental health advocacy work during middle and high school have gone on to create awareness for youth mental health and reduce stigma within the wider community. These organizations mobilized quickly to create multi-modal delivery systems with the onset of the COVID-19 pandemic. With Partnership and school administrator support, the Project Manager will coordinate volunteer opportunities for students to lead mental health awareness, prevention and early intervention activities,

	<p>including developing student wellness clubs on campus. Outreach activities will be conducted through multi-modal meetings, social media and other avenues to engage parents and community members in mental health conversations and educate stakeholders on potential resources and how to access them.</p>
<p>4.</p>	<p>Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services.</p> <p>Behavioral Wellness and grant development stakeholders held various youth feedback sessions in January and February. When asked about mental health stigma, Santa Barbara County youth reported that it is getting easier to talk about mental health among peers and trusted adults. Their perception is that the larger issue of stigma is among adults who do not understand youth mental health issues. Teachers who make sincere efforts to connect with students create safe and supportive classrooms where youth feel supported. Youth who participated in the MHSOAC and Behavioral Wellness Youth Innovation Lab reported feeling positive about having an opportunity to share their opinions about campus and community resources that are working for them and what is not working.</p> <p>The Project Manager will support school personnel with bringing additional mental health awareness and stigma reduction campaigns, such as programs from NAMI, Each Mind Matters and American Federation for Suicide Prevention to students, school staff, parents and community members. Opportunities for students to engage administrators and other stakeholders in conversations to drive system changes that support mental health and wellness will also be undertaken by the Project Manager. Additionally, the Project Manager will arrange for speakers to engage in deeper, continual mental health conversations with stakeholders through individual and small group discussions. When necessary, Navigators, Clinicians and/or the Project Manager will directly engage with school stakeholders who may be perceived as having negative attitudes when a student is seeking initial services, in the early stages of diagnosis and/or is participating in mental health treatment.</p>
<p>5.</p>	<p>Reducing discrimination against people with mental illness.</p> <p>As with stigma, education is a key element to reduce mental health stigma. Navigators, Clinicians and other appropriate resources will engage in continuous conversations with students and families to help identify barriers – perceived or real – caused by stigma and discrimination and make every effort to mitigate negative challenges to accessing services. Organizations such as NAMI, Each Mind Matters and the American Federation for Suicide Prevention will be engaged to conduct multi-modal mental health presentations and educational opportunities.</p> <p>For example, the Santa Barbara County Education Office policy “prohibits, at any County Education Office program or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental</p>

	<p>status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics. Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above.”</p> <p>Behavioral Wellness has a similar policy that states “the Department and its contracted providers shall not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, mental or physical handicap, health status, or need for health care services.” As an ingrained practice, Behavioral Wellness regularly advocates for an increase in mental health and wellness awareness and a reduction in stigma and discrimination.</p>
6.	<p>Preventing negative outcomes in the targeted population, including, but not limited to:</p>
6.	<p>a. Suicide and attempted suicide</p> <p>Behavioral Wellness has a strong program to address youth crisis intervention. Safe Alternatives for Children and TAY (SAFTY) is a mobile crisis response program with immediate access to crisis intervention supports with linkages to Behavioral Wellness and other appropriate mental health services. The Children’s Crisis Triage team can respond in various locations including home, school and emergency rooms to provide 5585/5150 assessments, write holds, de-escalate the situation and provide safety plans with linkages to ongoing mental health services. The Triage team also provides short-term therapy aimed at developing coping skills and can connect parents with the Peer Parent Partner (PPP) program, focusing on parents/caregivers with skill building, behavior interventions, encourage active involvement and engagement with necessary resources. PPP staff members can serve as a resource and make referrals to assist with creating a supportive home environment to support youth returning home and to prevent recurrent crisis situations.</p> <p>The purpose of implementing a program utilizing Navigators is to connect students and families to resources as quickly and efficiently as possible to keep mental health issues from escalating to a severe level. With knowledge of resources and having direct contacts within the system, Navigators and Clinicians will be able to direct families to appropriate levels of care.</p> <p>Frequent prevention campaigns combined with opportunities to build resiliency and coping skills, and accessing early intervention services are key elements to reducing suicide ideation, attempts and completions. Navigators, Clinicians and the Project Manager will support school and community-based organizations efforts to provide opportunities to create coordinated mental health and wellness prevention campaigns and implement robust early intervention and awareness programs. In light of the current pandemic, all programming will be accessible via multi-modal delivery systems.</p>

Incarceration

Santa Barbara County’s District Attorney’s office and law enforcement agencies work closely with schools and Behavioral Wellness to mitigate the necessity of incarceration. With MHSA funding, Behavioral Wellness has implemented two crisis intervention approaches - Safe Alternatives for Children and TAY (SAFTY) mobile crisis unit and Co-Response, a partnership with law enforcement agencies to create a Co-Response team when responding to mental health crisis situations. Additionally, law enforcement officers have been trained on de-escalation methods to avoid situations that have a higher likelihood of incarceration.

Students who have been suspended or expelled have a higher likelihood of engagement with law enforcement. Navigators will provide support to students and their families when they have been suspended or expelled and will attend school meetings when appropriate. Additionally, Navigators, Clinicians and the Project Manager will engage administrators and law enforcement in discussions to identify prevention and early interventions activities that could be coordinated to reduce the likelihood youth incarceration and increase opportunities for restorative practices.

Community School

6. b.

Peter B. FitzGerald Community School is located in Santa Maria and operates under an MOU between SBCEO and two school districts. Santa Maria Joint Union High School District (SMJUHSD) refers 9th-12th grade students, and Santa Maria-Bonita School District (SMBUSD) refers 7th & 8th grade students to attend school at FitzGerald. Both districts refer students for reasons such as expulsion, pre-expulsion intervention, and chronic absenteeism. Our goal is to support the school districts we serve and their students. We make every effort to help students return to their home schools whenever possible. For those who show a need for our continued support, we offer the opportunity to graduate through our schools.

Court School

Our two court schools operate in partnership with the Santa Barbara County Probation Department. Both schools serve incarcerated youth ranging in age from 10-18 who have been removed from the home by the court. All youth under the age of 18 are required to attend school while detained unless they are already high school graduates.

One of our two court schools, Dos Puertas School (DPS), is located in the Juvenile Justice Center in Santa Maria. DPS enrollment fluctuates daily, ranging in the 2018-19 school year from a low of 23 to a high of 44. Commitments of youth range from 1 day to a full school year and beyond. DPS serves both male and female detainees. Our second court school, Los Robles School (LRS) operates within the Los Prietos Boys Camp. The Camp, set in the Los Padres

		<p>National Forest twenty miles north of the city of Santa Barbara, offers 120- and 180-day program options for adjudicated males. Youth being considered for placement at the Camp must meet specific intake criteria and have the necessary self-control to benefit from a minimum-security residential setting. LRS enrollment ranges from a low of 10 to a high of 30.</p>
6.	c.	<p>School failure or dropout</p> <p>Navigators and Clinicians will collaborate with administrators and school counselors to secure resources necessary to achieve positive academic outcomes for students at-risk of school failure or dropping out. They will also identify and secure academic support services through the school, peer tutoring programs, Department of Rehabilitation, Behavioral Wellness and/or other community-based organizations. Navigators and Clinicians will also be available to participate in School Attendance Review Team and Board meetings to review potential support resources available for students and families and initiate direct referrals as needed. The Project Manager will collaborate with schools, community-based organizations and the Department of Rehabilitation to create effective and efficient avenues for students and their families to access supportive education and employment services. The Project Manager will also coordinate with schools to recruit a diverse group of volunteers to participate in peer mentoring and tutoring programs. Programming will be accessible via multi-modal delivery systems.</p>
6.	d.	<p>Unemployment</p> <p>The Department of Rehabilitation delivers Santa Barbara County TAY with employment support including, vocational assessments, employment services, job development and placement and employment retention. Assessments measure client's current educational and vocational level, abilities and interests. They also assist with developing or re-establishing skills, attitudes, personal characteristics, interpersonal skills and work behaviors to achieve and maintain positive employment outcomes. Employment services assist clients with resume and cover letter development, mock interviews and assisting with developing a professional personal appearance. The DOR continues to support clients throughout their employment to help mitigate challenges encountered in the workplace.</p>
6.	e.	<p>Prolonged suffering</p> <p>School staff will be provided with information regarding Behavioral Wellness's Resource Guide. School counselors and appropriate school staff will have more extensive training and will have an identified main contact at each agency for consultation and referrals. Navigators and Clinicians will also provide students and families with "warm hand-offs" to County and community-based resources to expedite access to services. Navigators will provide comprehensive case management including frequent check-ins with families, students, schools and</p>

		<p>referral agencies to mitigate challenges in accessing services and ensure continual access to necessary resources.</p> <p>Implementation of the program will assist youth and their families with timely access to vital mental health services, thereby reducing prolonged suffering, reducing the likelihood of removal from home and preventing escalation of symptoms and behaviors that could lead to a 5585 detention.</p>
	<p>6. f.</p>	<p>Homelessness Santa Barbara County has a wide variety of homelessness resources and Navigators will be able to make direct referrals to Home for Good and other County programs that provide resources for families in need. Navigators will provide comprehensive case management, including assisting students and families with access to homelessness resources within the County and their community and mitigate barriers in securing services. The Project Manager will coordinate with County and SBCEO homelessness resources to ensure Navigators and Clinicians are current on trends, needs and changes to programming. Santa Barbara County Education Office’s Transitional Youth Services program collaborates with community partners, including school districts and youth serving nonprofits, to improve academic outcomes for the County’s 9,000+ homeless and foster youth, with the vision to be leaders in providing equitable education for them.</p> <p>Home for Good Santa Barbara County supports individuals and families with access to resources to prevention and mitigate homelessness. Home for Good is a Coordinated-Entry System with a “no wrong door” belief that engages and connects families and individuals with necessary resources. Navigators and the Project Manager will have a deep understanding of the resources available and will be able to directly refer individuals and families to necessary services. Home for Good is coordinated through Northern Santa Barbara United Way with the ability to connect individuals and families with a wide variety of resources beyond homelessness. Behavioral Wellness works closely with Home for Good and provides mental health support for individuals involved with the program.</p>
	<p>6. g.</p>	<p>Removal of children from their homes Students are more at risk of an out of home placement as their behaviors and mental health symptoms escalate and get more out of control. The sooner a student can be referred to appropriate mental health services and the less likely the behaviors and symptoms will escalate to the point of requiring out of home placement. Navigators will be able to quickly intervene and assist the youth and their families to secure services, thereby reducing of out of home placements. Behavioral Wellness has a collaborative relationship with Child Protective Services and mobilizes crisis response teams to support situations where a youth is at-risk of being removed.</p>

	6. h.	<p>Involuntary mental health detentions</p> <p>With more timely access to mental health services, an increased focus on prevention and early intervention and training of students, school staff, parents and other stakeholders on the early signs of mental health struggles, involuntary mental health detentions will decline. Behavioral Wellness and community-based organizations offer a full spectrum of services from which mental health professional can make direct referrals to appropriate levels of care and provide “warm hand-offs” to mitigate the potential for involuntary mental health detentions.</p>
7. That the plan includes a description of the following:		
	7. a.	<p>The need for mental health services for children and youth, including campus-based mental health services, as well as potential gaps in local service connections</p>
	7. a. i.	<p>Identify the needs and how they were determined (e.g. Needs assessment)</p> <p>Needs were determined through a variety of sources including CalSCHLS data, California School Dashboard, County suicide data and most importantly, through conversations with youth and school administrators. Youth who participated in the MHSOAC and Behavioral Wellness Youth Innovation Lab felt heard when they had opportunities to share their opinions and identify their needs. When we engaged students in January and February 2020, they reiterated the comments from the Youth Lab and across the board expressed their appreciation of the thoughtfulness some teachers undertake to create safe learning environments. When students feel safe, they are motivated to learn. Youth from all feedback sessions stated the importance of having safe spaces on and off campus, especially for underserved populations. Youth also highlighted the need for additional family-centered treatment opportunities to increase parent engagement and gain their support during treatment and recovery.</p> <p>A review of CalSCHLS and California School Dashboard highlights the need for services aimed at reducing absenteeism and suspension, while increasing school connectedness and mental health services. A majority of the schools in Santa Barbara County struggle with moderate to high absentee rates as evidenced by red, orange and yellow California School Dashboard indicators in these areas. Suspensions for County schools fall within the orange with one district in the red and several in blue and green ranges. By adding the supportive programming with grant funding, schools will be able to continue to make improvements in these areas.</p> <p>An average of 18% of Santa Barbara County 5th grade students reported feeling sad on the 2018/19 CalSCHLS survey, the first year the question appeared on the elementary level survey, and the numbers continue to rise with each grade level. In the same year, 26.5% of 7th grade students, 30.5%</p>

of 9th graders, 35% of 11th graders and 31% of non-traditional students reporting feeling sad. An average of 16% of 9th, 11th and non-traditional students have considered suicide. During the 2019/20 school year, Santa Barbara Unified School District alone reported one suicide completion, 10 aborted and 10 interrupted suicide attempts, two overdoses and 53 suicide ideation cases.

The American School Counselor Association recommends a school counselor to student ratio of 250:1. However, Santa Barbara County comprehensive middle schools average 350:1 with high schools slightly higher at 359:1. Students report that it is often difficult to see their school counselor and even in schools with support from community-based counselors there are often waiting lists to receive services. Students and families with private insurance often face delays when accessing services. For students in rural parts of the County, access to services is even more challenging. Youth have expressed their interest in developing peer counseling programs and are frustrated with the lack of school personnel commitment to this project which would help alleviate overwhelmed counseling resources on campus.

Youth, families, school personnel and community members express frustration at not knowing how or where to access mental health services. Behavioral Wellness has developed a Resource Guide, but it is cumbersome and not widely advertised. While the remedy for this is obvious – ensure school counselors, administrators, and other staff within each school district has access to the Resource Guide – the guide is not user friendly and can lead to further frustration when they are already under stress.

7. b.

The proposed use of funds, which shall include, at a minimum, that funds will be used to provide personnel or peer support.

Grant funding will allow the Partnership to hire Navigators, Clinicians and a Project Manager to provide mental health services and supports to Santa Barbara County students and their families as outlined in the above Program Plan. Additionally, the Partnership and Project Manager will conduct outreach efforts to community mental health and primary care providers and insurance companies as well as identify public and private funding to support, expand and sustain programming throughout and after the grant funding cycle. To support direct student services, funds will be used for training and implementation of peer counseling programs. Funds will also support mental health awareness and prevention campaigns as well as support evidence-based mental health professional development and establish a network of trainers for Mental Health First Aid throughout County school districts. A website consultant will be secured to develop the grant specific content and create a user-friendly, online searchable Resource Guide.

	7. c.	<p>How the funds will be used to facilitate linkages and access to ongoing and sustained services, including, but not limited to, objectives and anticipated outcomes.</p> <p>The design of the program is heavily centered on providing students and their families with access to Navigators and program Clinicians to facilitated access to mental health services. Navigators and Clinicians will have direct contacts for “warm hand-offs” to Behavioral Wellness and community mental health providers. The Project Manager will work with mental health and healthcare providers to increase awareness of the Program and ensure direct lines of communication are established and proper procedures are in place to share necessary information for comprehensive case management provided by Navigators. Additionally, students, school staff and parents will be provided with opportunities to increase their knowledge of emerging mental health issues and how to intervene to mitigate possible escalation of symptoms.</p> <p>Objectives:</p> <ol style="list-style-type: none"> 1. Increase student and family awareness of and access to prevention, early intervention and crisis response mental health programs and services. 2. Provide educational opportunities to increase awareness of youth mental health and wellness needs and reduce stigma and discrimination. 3. Increase collaboration and communication between Behavioral Wellness and Santa Barbara County Education Office. 4. Increase collaboration opportunities with public and privately funded mental health providers. 5. Identify collaboration and funding opportunities to support, expand and sustain mental health programming in schools. <p>Outcomes:</p> <ol style="list-style-type: none"> 1. Reduce the need for crisis response and hospitalizations. 2. Reduce stigma and discrimination. 3. Increase youth, families and school staff ability to support youth mental health and wellness. 4. Increase access to prevention and early intervention support systems. 5. Increase resiliency and coping skills.
	7. d.	The Partnership’s ability to do all of the following:
	7. d. i.	<p>Obtain federal Medicaid or other reimbursement, including Early and Periodic Screening, Diagnostic, and Treatment funds, when applicable, or to leverage other funds, when feasible.</p> <p>SBCEO and Behavioral Wellness have programs in place to provide Early and Periodic Screening, Diagnostic and a Treatment funded through various mechanisms. Behavioral Wellness utilizes social services medical and Mental Health Services Act PEI funding for screening, diagnostic and</p>

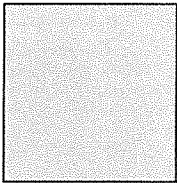
			<p>treatment, including some school-based counseling for underserved in areas of Carpinteria and North County. In addition, Behavioral Wellness will work with appropriate departments to implement the ability for Clinicians to bill for Medi-Cal reimbursement when working with Medi-Cal eligible students.</p>
7.	d.	ii.	<p>Collect information on the health insurance carrier for each child or youth, with the permission of the child or youth’s parent, to allow the partnership to seek reimbursement for mental health services provided to children and youth, where applicable.</p> <p>The Partnership and Project Manager will work with appropriate legal departments and school administrators to develop policies and procedures for collecting health insurance information for students. The Project Manager and Behavioral Wellness Partnership members will collaborate on outreach to insurance provider to create a system for billable mental health services to be provided in the schools.</p>
7.	d.	iii.	<p>Engage a health care service plan or a health insurer in the mental health partnership, when applicable, and to the extent mutually agreed to by the partnership and the plan or insurer.</p> <p>Behavioral Wellness and the Mental Wellness Center have strong relationships with various mental health and primary care providers and insurance companies and look forward to expanding collaboration by recruiting representatives to join the Partnership team. Creating this unique partnership will provide insurers with insight into the struggles faced by inequities in access to covered mental health services while the Partnership has the opportunity to learn the nuances of gaining insurance approval for services. The Partnership is deeply committed to expanding the team to include mental health care providers and insurance companies and to begin conversations that could result in long-term supportive partnerships.</p>
7.	d.	iv.	<p>Administer an effective service program and the degree to which mental health providers and educational entities will support and collaborate to accomplish the goals of the effort.</p> <p>Behavioral Wellness and SBCEO have a positive history of collaborating with mental health providers and organizations focused on supporting youth mental wellness. A letter of support from the YouthWell Coalition, including Mental Wellness Center is included in this section of the grant application. While it is tempting to start all at once, the Partnership understands that success is measured in increments. To assist with strategic planning, the Partnership will assess each school and district’s readiness and level of need along with identification of existing mental health resources within the school district’s community to determine appropriate starting points. The Project Manager will serve as conduit between all stakeholders and ensure strong lines of communications and implementation of effective</p>

			<p>collaboration opportunities. Community-based mental health organizations and mental health providers within Santa Barbara County have expressed an understanding of youth mental health needs and are committed to supporting programming outlined in this plan and are ready to commit time to ensure linkages to mental health services are effectively and efficiently implemented.</p>
7.	d.	v.	<p>Connect children and youth to a source of ongoing mental health services, including, but not limited to, through Medi-Cal, specialty mental health plans, county mental health programs, or private health coverage.</p> <p>The Partnership believes that Santa Barbara County has appropriate levels of care to meet youth mental health needs, but there is a general lack awareness and understanding of how to access the programs, regardless of service funding sources. Navigators, Clinicians and the Project Manager will ensure school staff, parents, students and other stakeholders are educated on the resources and learn how to access necessary services through multi-modal delivery systems. Additionally, they will also facilitate linkages to ongoing mental health services on and off campus. Behavioral Wellness has a strong Children’s system of care that supports mental health needs through County programs and successful partnerships with community mental health providers. Clinicians will be able to conduct assessments at schools to determine the appropriate levels of care and make direct referrals to service providers, regardless of insurance or Medi-Cal funding sources.</p>
7.	d.	vi.	<p>Continue to provide services and activities under this program after grant funding has been expended.</p> <p>The Partnership and Project Manager will focus on creating an integrated system that is supported by various private and public funding. The team is dedicated to creating a diverse funding stream that will remain as stable as possible regardless of wide-scale events that negative impact the national, state and local economics. With SBCEO and Behavioral Wellness facing deep cuts in funding due to the COVID-19 response, the Project Manager will focus on identifying and securing funding from a wide variety of public and private resources to ensure expansion and continuation of services beyond the grant cycle. Clinicians will be partially supported through Medi-Cal reimbursement.</p>
7.	d.	vii.	<p>Screen students for risk factors related to trauma or other mental health conditions, with emphasis on Pre-K through 3rd grade.</p> <p>Many of the participating districts use universal screeners to identify students who may need additional mental health supports. Some districts have trained staff on the ACEs inventory and training will increase every year during and beyond grant funding. All districts use a system to identify</p>

			<p>students for additional supports: academic, social-emotional, and behavioral supports through a Student Study Team (SST) process. When conducting the resource inventory, the Project Manager will evaluate and work with school staff and administration to develop a cohesive system for early identification of mental health needs for these early grades as part of the project managers work.</p>
7.	d.	viii	<p>Collect data on program implementation and measures of student well-being.</p> <p>Behavioral Wellness will secure an Evaluator to assist with data collection and analysis, including providing necessary support for MHSOAC required reports and other documentation. Behavioral Wellness has a strong familiarity and positive history with compliance to MHSOAC reporting requirements. Data will also be used by the Partnership to assess program implementation effectiveness and identify gaps in services. The Partnership and Project Manager will utilize data to drive decision-making and in collaboration with community agencies to develop resources to meet the needs identified by program evaluation results.</p>
8.			<p>The plan must also address facilitating linkages and access to ongoing and sustained services, including:</p>
8.	a.		<p>Services provided on school campus</p> <p>During grant year one, the Project Manager will conduct an inventory of all mental health and social emotional programming offered at schools and within the community, including funding sources and any available evaluation data. The map of services will provide a baseline for identifying redundancy and inefficiency in program delivery. The inventory will also collect information regarding a resource’s ability to switch to multi-modal delivery methods and inquire about challenges encountered when delivering services. The Project Manager will also collect program evaluation data and conduct feedback sessions with underserved populations to gain clarity on challenges to linkages and access to services.</p> <p>The information will be provided to the Partnership who will develop strategies with service providers to mitigate challenges to accessing services and celebrate successes. The Evaluator will develop data collection instruments to be administered each year to support continuous quality improvements. Program data will be combined with CalSCHLS and other school climate and youth-focused survey data and will be utilized to drive informed programming decisions throughout the grant funded years and beyond.</p> <p>In addition to informing programming decisions, data will be utilized when securing additional public and private funding and when forming partnerships with insurance providers. In alliance with the Partnership team, the Project Manager will initiate and develop partnerships with insurance providers and other funding sources to ensure sustainability of the Program well beyond grant</p>

		<p>funded years. Alliances between Behavioral Wellness, community-based organizations and health care providers have been formed over the past two years in the desire to bring <i>allcove</i> centers to Santa Barbara County. Building upon these relationships and expanding to new partners will create avenues to ensure the success of this Program while also creating a youth drop-in center model to augment youth-focused services.</p>
8.	b.	<p>Suicide prevention services</p> <p>The map of services and mental health/suicide data collected by school districts will highlight schools and districts who need additional suicide prevention and early intervention support. School personnel and the Project Manager will collaborate to ensure correct levels of resources are available throughout school districts with a focus on underserved populations. As mentioned in above areas, Behavioral Wellness has well developed programs to support the needs of suicide prevention, early intervention and crisis response. Santa Barbara County is also home to many community-based organizations providing mental health and suicide prevention services and programming, including the Mental Wellness Center, YouthWell Coalition and Youth Wellness Council, NAMI, Each Mind Matters and the American Federation for Suicide Prevention.</p>
8.	c.	<p>Drop-out prevention services</p> <p>School personnel and Navigators will identify resources needed to support students who are at-risk of dropping out and will collaborate with students and their families to gain access to appropriate services. Navigators and/or the Project Manager will work with various entities such as law enforcement and community-based organizations to identify resources to provide long-term, consistent support to the student.</p>
8.	d.	<p>Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school.</p> <p>School personnel, Navigators and the Project Manager will conduct outreach efforts to targeted populations through campus and community LGBTQ+ organizations to ensure they have knowledge of resources available to the youth and who to contact to access needed services. Navigators will work with Clinicians, Behavioral Wellness staff and healthcare providers to reduce barriers to service access.</p> <p>When students are suspended or expelled, Administrators will make referrals to Navigators who will determine the appropriate level of outreach to the student and family. Additionally, the Partnership will continue to strengthen collaborations with law enforcement, Child Protective Services, and juvenile justice representatives to support students who are expelled and may be facing legal consequences. Navigators will partner with Clinicians and other Behavioral</p>

		<p>Wellness staff to breach challenges when students and families are trying to access necessary services. Navigators will also provide continuous support to students who return to campus after being suspended.</p>
8.	e.	<p>Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services.</p> <p>Clinicians will oversee access to placement assistance as well as be actively involved with service plan development. Navigators will provide case management services to ensure continuity of care and a continuation of services as needed. Navigators and Clinicians will partner with students and families to ensure proper levels of care and support by acting as the conduit between schools, students, families and care providers.</p>
9.		<p>Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.</p> <p>Programming outlined in this proposal encompasses all areas of prevention, early intervention and crisis response. Navigators will be a direct resource for school personnel and parents/caregivers to access youth mental health services. Mental health providers and community-based organizations will provide Navigators, Clinicians, the Project Manager and the Partnership with direct contacts for consultation and referral activities. Clinicians will support mental health activities through administration of assessments, facilitating support groups and making appropriate levels of care determinations. In addition, they will support crisis intervention and engage appropriate resources for immediate response.</p> <p>Invested stakeholders will have access to evidence-based mental health professional development opportunities that include, but is not limited to, Mental Health First Aid, Talk Saves Lives, trauma-informed practices and programming through Each Mind Matters. Coordination of Professional Development and mental health education opportunities will be conducted by the Project Manager and school personnel. All programming will be available through multi-modal delivery systems to ensure training can continue regardless of social distancing requirements.</p> <p>The Partnership team and Project Manager will provide continuous support, including avenues for program assessment, website design, reducing barriers when accessing mental health services, oversight of Navigators and Clinicians, and ensure continuation of services throughout the summer months and during times when in-person delivery systems are not feasible. This team will also be responsible for outreach to mental health and primary care providers and alternative funding sources to ensure continuation of the program well beyond grant funding. Deep cuts to education and County budgets have led to the Partnership's deep</p>



commitment and determination to identify and secure funding from a wide variety of resources to create financial stability for long-term program success.

ATTACHMENT 6: PROGRAM IMPLEMENTATION PLAN – PLAN NARRATIVE

PLAN NARRATIVE	
VII.E.i.	<p>The purpose of the Program Implementation Plan is to illustrate the critical steps in starting the proposed programs and to identify any challenges associated with implementation. By requiring the Program Implementation Plan to be completed prior to submission, counties and educational entities will be better equipped to begin serving students within 90 days of grant award.</p>
VII.E.ii.	<p>Plan Narrative</p> <p>Describe how the Applicant will implement the proposed program described in the Proposed Plan in Section VII.D. above.</p> <p>Upon funding notification, the Partnership will begin recruitment of additional Partnership team members, including representatives from each school or school district and community-based mental health care and primary care organizations. The Partnership has identified a contractor to provide Navigators and will begin procedures to formalize the partnership. Behavioral Wellness is poised to identify and/or hire Clinicians, a Research Evaluator and the Project Manager upon funding notification. Navigators will be assigned to specific school districts and the Superintendent will connect them with appropriate school staff, especially administrators and school counselors, through in-person and/or virtual settings to start building relationships within the first few days of implementation. Navigators and school staff will also establish referral processes and procedures.</p> <p>In addition to mandated training including HIPPA and FERPA laws, mandated reporter and other organization specific trainings, Clinicians, Navigators and the Project Manager will be provided with training that will include in-depth information on the Behavioral Wellness Resource Guide within the first four weeks of being hired. Other training to be provided over the next three months will include trauma-informed practices, mental health related best practices and Mental Health First Aid training for the Navigators and Project Manager. Within the first six month, the team and community-based organizations who will be working with the schools will be briefed on Positive Behavioral Interventions and Supports (PBIS) and Multi-Tiered Systems of Support (MTSS) to begin conversations on how the integration of mental health and wellness services.</p> <p>All program staff and the Partnership team will be introduced to school staff, students and parents as soon as possible via in-person (when/if possible), virtually and through written communications. The Project Manager will begin outreach efforts to bring mental health and suicide awareness programs to participating school districts and, in collaboration with school staff, will create a master calendar of presentations for each school district for the 2020/21 and, if possible, also secure dates for the 2021/22 school year. The Research Evaluator will coordinate with the Partnership to develop assessments and create a strategic and timely survey implementation schedule.</p>

2. Provide the following:

2. a. Recruitment strategy for each position. Clearly identify if the staff will be an employee, contracted staff, peer, parent partner, or other.

b. 1) Position: Navigator (6)

- Employee
- Contracted
- Other: _____

Strategy:

The Partnership will develop a Navigator job description and secure a contractor to provide services.

Recruitment and hiring will focus on securing bilingual staff with outreach to the Promotores program in Santa Barbara County.

Expected Hiring Date: (Month/Date/Year): August 2020

2) Position: Research Evaluator

- Employee
- Contracted
- Other: _____

Strategy:

Research Evaluator recruitment and hiring will follow SB County Human Resources policies and procedures, including posting the position internally and externally when needed.

Behavioral Wellness may also be able to utilize / recruit current staff to join the program.

Expected Hiring Date: (Month/Date/Year): August 2020

3) Position: Clinicians (2)

- Employee
- Contracted
- Other: _____

Strategy:

Clinicians recruitment and hiring will follow SB County Human Resources policies and procedures, including posting the position internally and externally when needed.

		<p>Behavioral Wellness may also be able to utilize / recruit current staff to join the program.</p> <p>Expected Hiring Date: (Month/Date/Year): August 2020</p>
		<p>4) Position: Project Manager</p> <p><input checked="" type="checkbox"/> Employee</p> <p><input type="checkbox"/> Contracted</p> <p><input type="checkbox"/> Other: _____</p> <p>Strategy: Develop job description and assign to appropriate classification and salary scale.</p> <p>Advertise, interview and hire position according to SB County and Behavioral Wellness Human Resources policies and procedures, including posting the position internally and externally when needed.</p> <p>Expected Hiring Date: (Month/Date/Year): August 2020</p>
		<p>Retention Strategy for staff.</p> <p>The Partnership is dedicated to retaining staff and ensuring they have the resources necessary to successfully execute their duties. On-boarding will include introduction to all Behavioral Wellness and SBCEO staff who will be involved with the program, immediate access to mandated trainings and a day of collaboration and introduction to the Program with representatives from all participating schools and districts. Partnership members will collaborate regularly with Navigators, Clinicians, Project Manager and Evaluator to build a strong foundation for communication to mitigate challenges and barriers program staff may experience in the field and celebrate successes. The Partnership will also ensure staff have additional professional development opportunities and are able to partner with appropriate personnel to consult with when faced with unfamiliar situations. The Partnership and team members will establish regularly scheduled meetings which will have multi-modal access to meet the needs of in-person constraints and/or lengthy commute times.</p>
3.	a.	<p>Including training plan</p> <p>Navigators, Clinicians and the Project Manager will be provided with the following training within 90 days of hiring:</p> <ul style="list-style-type: none"> Youth Mental Health First Aid (non-clinical staff)

- HIPPA and FERPA laws
- Mandated Reporter training
- Trauma-informed practices
- Overview of mental health assessments (non-clinical staff)
- Mental health services best practices
- Infectious diseases and other training as provided by their employer
- Behavioral Wellness Resource Guide including in-depth information about community mental health providers
- Positive Behavioral Interventions and Supports (PBIS) and Multi-Tiered Systems of Support (MTSS)

4. Describe how staff/personnel will be used. Each position should be described individually, including individuals with lived experience (peer providers/parent partners, etc.). List the activities to be performed by each position to be hired through this grant.

1) Position: Navigator

Indicate if a peer/parent partner position: Yes No

How this position will be used/Activities performed by this position:

- Facilitate linkages to resources with warm hand-offs
- Case management for students needing long-term services
- Assist with community and on-campus mental health and wellness presentations, including coordinating with NAMI, Each Mind Matters and American Foundation for Suicide Prevention
- Convene youth, parent, school staff and other stakeholder feedback session to ensure quality of program

2) Position: Clinician

Indicate if a peer/parent partner position: Yes No

How this position will be used/Activities performed by this position:

- Crisis intervention support
- Can conduct mental health groups based on school need
- Coordinate integration of PBIS/MTSS with mental health services (this is an emerging trend)
- Supervise navigators with case management and assist with access to services
- Support student re-entry after crisis intervention
- Coordinate Medi-Cal and other billing

3) Position: Project Manager

Indicate if a peer/parent partner position: Yes No

How this position will be used/Activities performed by this position:

- Inventory and map school and community resources

	<ul style="list-style-type: none"> ○ Coordination with Navigators and Clinicians ○ Collaborate with schools and districts on the integration of PBIS/MTSS and mental health ○ Coordinate mental health awareness and prevention programming with schools ○ Collaborate with community-based organizations and mental health care providers to expand programming in schools ○ Ensure multi-modal access to services ○ Outreach to public and private funding sources and insurance providers ○ Outreach to juvenile justice resources ○ Research and implement peer counseling training programs
	<p>4) Position: Research Evaluator</p> <p>Indicate if a peer/parent partner position: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>How this position will be used/Activities performed by this position:</p> <ul style="list-style-type: none"> ○ Develop, distribute and analyze program survey data collection instruments ○ Produce reports for the Partnership ○ Produce required reports for MHSOAC grant compliance
<p>5.</p>	<p>List of any other community partner collaborative entities that are involved with the proposed plan.</p> <ol style="list-style-type: none"> 1) Mental Wellness Center 2) YouthWell Coalition 3) Youth Wellness Connection
<p>6.</p>	<p>Partnership Training Plan:</p> <p>The Partnership will participate in and provide mental health awareness training for all members and school administrators and other staff. Trainings will include:</p> <ul style="list-style-type: none"> ● Youth Mental Health First Aid ● teen Mental Health First Aid, when is becomes available after pilot programs ● Talk Saves Lives ● Each Mind Matters programming ● Other mental health awareness and suicide prevention programs as they are identified and secured
<p>7.</p>	<p>Care coordination plan with ongoing mental health providers:</p> <p>Navigators and Clinicians will assist with identification of appropriate resources for referral as well as assist with a warm hand-off and direct linkage to providers to assure appropriate connections are made. Behavioral Wellness has developed policies and procedures which outlines the practice of warm hand-offs. The policy</p>

		<p>will be followed in all cases related to this project and Navigators and Clinicians will be trained accordingly to ensure compliance with HIPPA and FERPA laws.</p>
	8.	<p>How access to protected health information (PHI) will be ensured: Behavioral Wellness and Program staff will follow existing policy and practices for protected health information. In addition, Behavioral Wellness has a universal Release of Information form available on the department website for use by Navigators, Clinicians and other stakeholders involved in the project. PHI training will be provided to all Program staff upon hire.</p>
	a.	<p>Describe how data will be shared between partners and the steps to be taken to protect the data: A signed Release of Information is needed before any information is shared, including Protected Health Information. When appropriate, de-identified data will be used to track progress students involved with the program and other grant activities. Data sharing policies and procedures are included in PHI training which all Program staff will participate in prior to servicing clients.</p>
		<p>An assessment of any risks, challenges, or barriers to program implementation. Stating that there are no risks, challenges, or barriers is not an acceptable response and may be grounds for disqualification as it implies an assessment was not performed.</p>
	9.	<p>State each risk, challenge, or barrier and describe how each will be addressed to minimize the impact on program success</p>
	a.	<p>1) Risk: Collecting data via surveys How will risk be addressed: Individuals are often reluctant to participate in surveys because they do not know how the information is used. The Partnership will ensure that survey results and analysis are communicated to all stakeholders and shared on the Program website. Additionally, quantitative and qualitative surveys will be administered through multi-modal methods and participants understand how results will be utilized.</p> <p>2) Risk: Recruitment of diverse TAY voices to inform programming decisions and implementation strategies How will risk be addressed: Navigators, Clinicians, Project Manager and Partnership team members will actively engage in recruitment of diverse voices to participate in a variety of leadership and program feedback opportunities. Recruitment will focus on underserved, underrepresented youth including LGBTQ+, foster youth and students who have been suspended or expelled.</p>

3) Risk: Increasing parent engagement in their student’s pursuit of mental wellness

How will risk be addressed:

With current misunderstanding and stigma about mental health, many students and families are reluctant to reach out for services. Youth are increasingly breaking down stigma among their peers but adults around them have a more difficult time accepting the new norms of acceptance. Moving forward, schools and communities will develop and implement awareness campaigns to reduce stigma and increase acceptance of mental health services. Mental health education opportunities will include the need for prevention and highlight the need for mild to moderate support to avoid crisis. In discussions with community members outside of the mental health field, many adults believe the extreme levels of mental health issues are the norm instead of the reality that most issues are at the mild to moderate level and by addressing the lower levels of need, the needs for higher levels of care can be mitigated.

4) Risk: Overwhelming scarce community resources with a higher identified need for mental health services

How will risk be addressed:

The Partnership and Project Manager will work closely with community-based mental health and primary care providers to understand the capacity of each organization and develop strategies to create an integration of services to widen access points with focus on underserved populations and communities. Navigators and Clinicians will collaborate with current mental health care staff in schools to create triage protocols to identify the level of care for each student identified as needing services. The teams will also create referral systems and coordination of efforts for prevention and early intervention activities.

5) Risk: Identifying public and private funding streams to support multi-modal access to mental health and wellness treatment and prevention/early intervention services through partnerships with SBCEO, school districts, Behavioral Wellness, community-based organizations and mental health care and insurance providers.

How will risk be addressed:

The COVID-19 pandemic has decimated State budgets, causing deep cuts to education and Behavioral Wellness budgets which will continue to have a ripple effect for years to come. Behavioral Wellness and SBCEO are acutely aware of the situation and are committed to creating partnerships with mental health providers, healthcare providers and insurance companies to support an integrated mental health services model that includes support for additional counseling opportunities for students to access at school or in the homes through multi-modal delivery systems. Additionally, the Partnership will identify and secure funding from community and national philanthropic organizations



and other private sources to augment services. The Project Manager will also strengthen relationships with organizations that provide free mental health awareness and prevention educational opportunities.

ATTACHMENT 7: PROGRAM IMPLEMENTATION PLAN - PLAN TIMELINE

PLAN TIMELINE		
VII.E.iii.	<p>Provide a Plan Timeline for the requirements detailed in the Plan Narrative. The Timeline should agree with the Narrative and contain activities and milestones to ensure success of the Implementation Plan.</p> <p>List the key activities and milestones in your plan over the 4 years of the contract.</p> <p>Key activities and milestones include hiring and key expenditures outside of hiring and administration.</p> <p>List the proposed date when each activity and milestone would be completed.</p>	
Implementing the Proposed Program		
		Beg Date
		End Date
1) Strategy:	Increase youth and family access to mental health services	
1) Activity/Milestone:	Hire contractor to provide Navigators	August 2020
2) Activity/Milestone:	Train Navigators, Clinicians and the Project Manager provide them with professional development as needed	September 2020
3) Activity/Milestone:	Establish a referral system between schools and the Navigator and the Navigator and community-based organizations, including identifying direct contacts for each referral provider	October 2020
4) Activity/Milestone:	Educate participating school districts, schools, parents, students, school and Behavioral Wellness staff and other stakeholders on the Program Plan	September 2020
5) Activity/Milestone:	Educate students, school staff, parents and caregivers and community members on mental health resources in their community and virtually.	November 2020
		Beg Date
		End Date
2) Strategy:		

	Establish the Partnership Group and collaboration with mental health providers and other community stakeholders		
	1) Activity/Milestone: Outreach to community-based mental health organizations, mental health care and insurance providers to join the Partnership	August 2020	Yearly activity
	2) Activity/Milestone: Recruit, hire and train a Project Manager and Evaluator	August 2020	As needed
	3) Activity/Milestone: Establish regular meeting schedules and identify the need for additional meetings depending on grant reporting activities	August 2020	Evaluated yearly
	4) Activity/Milestone: Evaluate contracts and program staff needs	June 2021	Yearly
	5) Activity/Milestone: Review evaluation data, develop required grant reports, and communicate findings to school districts, parents, students and other stakeholders	June 2021	Every six months
		Beg Date	End Date
	3) Strategy: Program Management		
	1) Activity/Milestone: Develop and administer data collection instruments	August 2020	Continuous
	2) Activity/Milestone: Inventory and map current mental health resources and programming in each participating school district	January 2021	June 2022
	3) Activity/Milestone: Develop an online, interactive version of Behavioral Wellness's Resource Guide (updates will be reviewed yearly)	March 2021	January 2022
	4) Activity/Milestone: Collaborate with the integration of PBIS and MTSS programs with mental health supports	August 2021	Continuous

	5) Activity/Milestone: Identify and secure public and private funding sources to expand and sustain the program model	September 2021	Continuous
Recruitment strategy for each position			
		Beg Date	End Date
	1) Strategy: Prepare for timely recruiting of qualified culturally competent staff that are eager and passionate about youth mental health care		
	1) Activity/Milestone: Meet with HR to draft specific job descriptions for each position.	Upon notification of funding	As needed
	2) Activity/Milestone: Meet with HR recruiter to draft job bulletins and supplemental questionnaires for each position being hired so job can be posted as soon as possible following award of grant.	Upon notification of funding	As needed
	3) Activity/Milestone: Prepare all hiring paperwork for new positions so they can be submitted to HR/Fiscal as soon as possible following award of grant.	Upon notification of funding	As needed
	4) Activity/Milestone: Prepare job opening announcements for websites including CAMFT, LinkedIn and Craigslist.	Upon notification of funding	As needed
	5) Activity/Milestone:		
		Beg Date	End Date
	2) Strategy: Open recruitment for new grant positions.		
	1) Activity/Milestone: Post job bulletin on county hiring website and notify internal staff who may be interested in the position.	Upon notification of funding	As needed

	2) Activity/Milestone: Advertise job opening on appropriate websites (CAMFT, LinkedIn, Craigslist).	Upon notification of funding	As needed
	3) Activity/Milestone: Follow-up with HR on regular basis to track number of applications coming in and receive a hiring list as soon as there are sufficient applicants.	Upon notification of funding	As needed
	4) Activity/Milestone: Refresh job advertisements on webpages to reach the most applicants.	Upon notification of funding	As needed
	5) Activity/Milestone:		
		Beg Date	End Date
	3) Strategy: Begin hiring process for new grant positions.		
	1) Activity/Milestone: Review applications and schedule interviews.	Upon notification of funding	As needed
	2) Activity/Milestone: Conduct interviews	Upon notification of funding	As needed
	3) Activity/Milestone: Make job offers	Upon notification of funding	As needed
	4) Activity/Milestone: Officially hire candidates	Upon notification of funding	As needed
	5) Activity/Milestone: Begin county HR onboarding process with new employees, including all mandated training.	Upon notification of funding	As needed
Retention strategy for staff			
		Beg Date	End Date
	1) Strategy: Provide initial supportive and welcoming environment for new Triage staff. Provide thorough onboarding and orientation.		
	1) Activity/Milestone:	Upon hire	As needed

	Have staff workstations/phones ready to go by their first day of work.		
	2) Activity/Milestone: Orient staff to County computer network, email, phone, timesheets and other paperwork as needed.	Upon hire	As needed
	3) Activity/Milestone: Introduce new hire to department staff, Partnership, school staff and other stakeholders.	Upon hire	As needed
	4) Activity/Milestone: Establish training and professional development calendar.	Upon hire	As needed
	5) Activity/Milestone:		
		Beg Date	End Date
	2) Strategy: Develop on-going support structure		
	1) Activity/Milestone: Schedule weekly check-ins with program and school staff.	Upon hire	As needed
	2) Activity/Milestone: Schedule monthly meetings with school and district personnel and Program staff.	Upon hire	As needed
	3) Activity/Milestone: Conduct quarterly Employee Performance Reviews during the first year as an avenue to address challenges and celebrate successes on a regular basis.	Three months after hire date	As needed
	4) Activity/Milestone: Conduct annual Employee Performance Reviews after the first year.	After one year of hire	As needed
	5) Activity/Milestone: Ensure support from Partnership team, schools and community-based partners through quarterly collaboration sessions.	Upon hire	As needed

		Beg Date	End Date
3) Strategy: Professional Development			
1) Activity/Milestone: County mandated new hire training will be provided upon hire.		Upon hire	As needed
2) Activity/Milestone: Training on school specific programs will be provided on an on-going basis.		Upon hire	As needed
3) Activity/Milestone: Non-clinical staff will attend Mental Health First Aid training and other mental health awareness training.		Upon hire	As needed
4) Activity/Milestone:			
5) Activity/Milestone:			
Care coordination plan with ongoing mental health providers			
		Beg Date	End Date
1) Strategy: All Navigators and Clinicians will have thorough knowledge of county-wide mental health services.			
1) Activity/Milestone: Train Navigators on Behavioral Wellness Access and medical necessity criteria.		Upon hire	As needed
2) Activity/Milestone: Train Navigators on Behavioral Wellness programming.		Upon hire	As needed
3) Activity/Milestone: Train Navigators on county non-profit (CBO) services and programming.		Upon hire	As needed
4) Activity/Milestone: Train Navigators on Network Providers/Community services		Upon hire	As needed

	5) Activity/Milestone:		
		Beg Date	End Date
	2) Strategy: All Navigators will have thorough knowledge of the warm hand-off process.		
	1) Activity/Milestone: Train Navigators on Behavioral Wellness Warm Hand-Off Policy and Procedures.	Upon hire	As needed
	2) Activity/Milestone: Have Navigators shadow county employees on linkage/referral of clients so they are familiar with it.	Upon hire	As needed
	3) Activity/Milestone: Have Navigators shadow county employees on linkage/referral of clients so they are familiar with it.	Upon hire	As needed
	4) Activity/Milestone:		
	5) Activity/Milestone:		
		Beg Date	End Date
	3) Strategy: All schools, school districts and community partners will have knowledge of the grant program.		
	1) Activity/Milestone: Develop informational material (brochures, flyers, etc.) on the grant program to provide to county mental health providers.	January 2021	Continuous
	2) Activity/Milestone: Develop PowerPoint describing the grant program and upload to Relias (on-line training platform for County and CBO staff) so it's available to all county employees and contracted providers.	January 2021	Continuous

	3) Activity/Milestone:		
	4) Activity/Milestone:		
	5) Activity/Milestone:		

ATTACHMENT 8: PROGRAM IMPLEMENTATION PLAN - SUSTAINABILITY PLAN

Sustainability Plan

VII.E.iv.2.

The Sustainability Plan shall include the following:

- a. The plan to ensure the continuation of the positive program impacts on the system of care after the MHSSA grant cycle ends.

Having to economize in light of deep budget cuts to education and County Behavioral Wellness, the Partnership is dedicated to identifying and ensuring dependable, consistent of public and private funding resources to support, expand and sustain programming implemented with grant funding. During the first year, the Project Manager will inventory LEA and County resources to identify service gaps and redundancy. The Partnership will use the information to streamline programming, make economic adjustments and develop strategies to close gaps in mental health services. The inventory will be reviewed every year to ensure service gaps are quickly identified and ensure strategies to close the gaps have been effective.

With COVID-19 taking a toll on youth and adult mental health, the Partnership is committed to creating efficient and effective integrated systems that support continuous, accessible mental health resources. The Partnership, led by Behavioral Wellness, will help identify gaps in mental health services in underserved communities and help build bridges to resources that are accessible within their community and/or virtually. Utilizing grant funding, the Partnership will build a network of Mental Health First Aid trainers by supporting two to three people to attend MHFA Trainer of Trainers sessions each year.

Adding mental health care providers and insurance organizations to the Partnership table will help facilitate conversations around creating an integrated model of mental and primary health care services for County youth and families to access on and off campus. Additionally, by streamlining resources, funding could be adjusted to help support new service access points. The Partnership is committed to progressive thinking and strategic planning to maximize the positive impact of programming and funding implemented through this grant opportunity.

The goal is to establish billing for Medi-Cal through services meeting medical necessity within the Specialty Mental Health Services Plan and Organized Delivery System of the County of Santa Barbara Department of Behavioral Wellness as a contract provider for mental health and/or substance use. In addition to establishing Medi-Cal reimbursement for allowable services, the linkages to currently operated programs in the community are essential. Navigators and Clinicians will create linkage resources and workflows to ensure students are connected to established community supports.

	b.	Describe the strategy and key milestones, with dates, to maintain any increase in access, linkages, and diversions to appropriate levels of care that resulted from the MHSSA program	
		<p>Strategy:</p> <p>Strengthen relationships with mental health providers and insurance carriers while obtaining public/private funding sources to support long-term goals and objectives for youth mental health.</p>	
		Key Milestones	Dates
		Build and strengthen partnerships with mental health providers in Santa Barbara County.	8/2020 – 6/2024
		Build and strengthen relationships with public and private medical insurance carriers in Santa Barbara County.	8/2022 – 6/2024
		Strengthen relationships and coordination with local, state and national mental health-focused organizations to bring programming to the community on a regular basis while identifying and securing underutilized and free resources. Establish ongoing billing mechanisms from Medi-Cal and other health funding sources.	8/2020 – 6/2024
	c.	The plan to acquire additional/new funding to sustain the program after the grant cycle ends.	
		i.	<p>Describe your ability to get Medi-Cal reimbursement for your program.</p> <p>Services currently being provided to youth are contracted in County through a variety of sources, including Medi-Cal for physical health, mental health, and substance use with County of Santa Barbara Behavioral Wellness and CenCal Health Authority. Students will receive immediate linkages to these Medi-Cal providers from the navigators.</p> <p>Behavioral Wellness will also immediately begin Mental Health Medi-Cal reimbursement as the Program’s clinical staff will be fully trained in Medi-Cal</p>

		<p>documentation standards, HIPAA, confidentiality, cultural competency, behavioral healthcare resources in Santa Barbara County, access to the Department Training Calendar and online learning portal, Relias, within the first two weeks of employment to ensure Medi-Cal reimbursement is established.</p> <p>The clinical staff will then be expected and monitored to start billing Medi-Cal at a rate of 30% of their work time, gradually increasing to a rate of 60% of their work time by the end of the second year and then maintain a documentation rate of 60% on an ongoing basis for billable activities. Navigator activities will be reviewed to determine what eligible activities may be possible and then if eligible, the Medi-Cal process will start.</p>						
	ii	<p>Describe your ability to get/commit local (County, School, etc.) funds to support and sustain your proposed program during the term of this grant.</p> <p>COVID-19 has had a devastating impact on school and County budgets for fiscal year 2020/21 and the Partnership anticipates similar constraints for the 2021/22 fiscal year. With that recognition, the Partnership is dedicated to identifying and securing funding sources beyond the traditional avenues sought over the years, including partnering with local healthcare providers to create integrated systems for primary and mental health care on and off campuses and virtually. The Project Manager will secure resources that would provide funding for direct services and/or provide free mental health programming and support that have not been previously identified or are being underutilized.</p>						
		<table border="1"> <tr> <td data-bbox="448 1094 505 1612">a.</td> <td data-bbox="505 1094 1430 1182">Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source.</td> </tr> <tr> <td data-bbox="505 1182 561 1354">1.</td> <td data-bbox="561 1182 1430 1354">Source of Funds: LEAs and Special Education / SELPA for universal screeners and trauma-informed training</td> </tr> <tr> <td data-bbox="505 1354 561 1612">2.</td> <td data-bbox="561 1354 1430 1612">Amount committed to: GY1: \$10,000 for programming; \$25,153 for salaries = \$35,153 GY2: \$10,000 for programming; \$25,153 for salaries = \$35,153 GY3: \$10,000 for programming; \$25,153 for salaries = \$35,153 GY4: \$10,000 for programming; \$25,153 for salaries = \$35,153</td> </tr> </table>	a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source.	1.	Source of Funds: LEAs and Special Education / SELPA for universal screeners and trauma-informed training	2.	Amount committed to: GY1: \$10,000 for programming; \$25,153 for salaries = \$35,153 GY2: \$10,000 for programming; \$25,153 for salaries = \$35,153 GY3: \$10,000 for programming; \$25,153 for salaries = \$35,153 GY4: \$10,000 for programming; \$25,153 for salaries = \$35,153
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	iii	<p>Describe your ability to commit known State/Local funds (e.g. Mental Health Services Fund, etc.) for matching in order to support and sustain your proposed program during the term of this grant and beyond. (This does not include the grant funds that you are applying for with this application)</p> <p>SBCEO and Behavioral Wellness staff regularly participate in stakeholder meetings with local organizations committed to serving youth, with some expressing interest in supporting successful programming. The Partnership</p>						

		will continue to collaborate with local agencies and private foundations as we identify and secure local funding sources.
	a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source
	1.	Source of Funds: Medi-Cal and Mental Health Services Act
	2.	Amount committed to: GY1: \$44,224 GY2: \$44,224 GY3: \$44,224 GY4: \$44,224
	iv.	Describe your ability to commit private or other funds for matching to support and sustain your proposed program during the term of this grant and beyond. Identify the source of the funds. SBCEO and Behavioral Wellness have had many standing stakeholder meetings with local organizations committed to serving our youth, with some expressing interest in supporting successful programming and two organizations, Mental Wellness Center and YouthWell Coalition, have already committed their time and resources toward this Program. The Partnership will continue to participate in meetings to provide regular updates to the community network as we pursue additional local funding sources.
	a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source
	1.	Source of Funds: Mental Wellness Center and YouthWell Coalition
	2.	Amount committed to: GY1: \$14,500 GY2: \$14,500 GY3: \$14,500 GY4: \$14,500
VII.E.iv.3.		Describe how the Partnership will continue after the funding for this grant ends. Include funding streams from private and public sources. The Santa Barbara County Education Office and Behavioral Wellness have partnered in the past on specific joint projects and are fully committed to strengthening collaboration between both entities and community-based mental health providers. In

order to sustain MHSSA programming, SBCEO, Behavioral Wellness and community-based organizations who helped develop this grant application have committed their time to this venture regardless of funding sources well beyond the grant cycle. The integration and streamlining of programming will ensure the need for continued communications and shared reporting systems. As a new Memorandum of Understanding will be initiated with this new collaboration, availability of Block grant, State grant, and private funding from healthcare and education foundations in the Santa Barbara Community will be sought.

a. Also include a plan for continued access to program data derived from the Partnership.

The County and SBCEO currently utilize data to analyze programming and drive informed decisions regarding service needs. A system of shared reporting will be developed with the Evaluator that aligns with MHSSA reporting as well as HIPPA and FERPA requirements. The system will be designed in a manner that allows for seamless integration into established and sustainable reporting mechanisms to use the Partnership data on an ongoing basis. Both entities are equipped with modern data analytic systems such as Tableau, Smartsheet, and Excel reporting. In addition to grant reporting, data will be used to assess programming effectiveness countywide and will drive informed decision making and strategic planning. Sharing data and outcome reports when applying for public and private funding opportunities.

ATTACHMENT 9: PROGRAM COMMUNICATIONS PLAN

Program Communications Plan

VII.E.v.

- | | | |
|----|----|---|
| 1. | a. | <p>Provide a plan as to how you will increase awareness of and access and linkage to mental health services for students and their families:</p> <p>Feedback from stakeholders and youth focus groups guided the development of the Program Communications Plan. Outreach to various groups would include social media with links to mental health and wellness resources and MHSSA program staff contact information. Information about Navigators and resources will also be included in school communications to parents and caregivers and posted on school websites. When feasible, Navigators and/or other MHSSA representatives will attend in-person campus events to distribute mental health and wellness information.</p> <p>Navigators will have extensive knowledge of mental health resources and will be the conduit between consumer and provider. Therefore, Navigators and Clinicians will conduct outreach efforts to engage mental health and primary care providers in a partnership where “warm hand-offs” are possible.</p> <p>Outreach will encompass students, school staff, parents and caregivers, parent organizations, athletic and extracurricular coaches, and community-based organizations providing youth-oriented activities. On-campus and community-based youth leadership organizations will be recruited to help develop communication strategies and marketing campaigns to highlight MHSSA programming. Recruitment strategies to identify student leaders to assist with communications and marketing will include a focus on targeted service populations such as LGBTQ+ and students involved in the juvenile justice system.</p> |
| | b. | <p>The MHSOAC will require that the Partnership provide information on their website(s). Include this in your plan and describe how you will provide the information on your website:</p> <p>Santa Barbara County Education Office will collaborate with the Mental Health Center to create information for website information and will ensure linkages are placed prominently within school and district websites. Information will include linkages to partner agencies and County Santa Barbara Department of Behavioral Wellness as well as mental health prevention and awareness resources.</p> |

	<p>2. Identify how you measure success of your communication plan:</p> <p>Qualitative and quantitative surveys will be administered at various points throughout the implementation process and will contain questions specific to communications. Community partners, including the County of Santa Barbara Department of Behavioral Wellness, have infrastructure in place to assist with the development of data collection instruments. The MHSSA Partnership will oversee data collection and reporting and will work closely with the Evaluator to develop and administer effective data collection instruments.</p>
	<p>3. List what you want to accomplish with this plan, on a quarterly basis:</p> <p>Increase awareness of Navigators by 10%</p> <p>Increase student, parent and school staff knowledge of resources available on campuses by 5%</p> <p>Outreach to at least two community-based organizations to collaborate with Navigators and Clinicians</p> <p>Update website information by at least one resource</p> <p>Increase attendance at mental health prevention presentations by 10%</p>

ATTACHMENT 10: BUDGET WORKSHEET

The Budget Worksheet (ATTACHMENT 10) must be prepared according to the Budget Worksheet Instructions found in ATTACHMENT 10-1. The total cost on the Budget Worksheet must equal the total amount of the Grant

File name is: MHSOAC RFA_MHSSA_001 - ATTACHMENT 10 – Budget Worksheet

Complete the Budget Worksheet Excel workbook and attach to the Application.

ATTACHMENT 11: BUDGET NARRATIVE

Budget Narrative											
VII.F.2.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; vertical-align: top; padding: 5px;">a.</td> <td style="padding: 5px;"> <p>Hire Staff</p> </td> </tr> <tr> <td style="width: 5%; vertical-align: top; padding: 5px;">i.</td> <td style="padding: 5px;"> <p>For each "Hire Staff" listed on the Budget Worksheet, explain how the salaries were determined and provide support for the stated salary. For example, state the classification and provide the published salary range for the employee in the stated classification:</p> <p>Clinician (1.5 FTE) - \$89,080 Evaluator (.25 FTE) - \$28,870 Project Manager (1.0 FTE) - \$113,932</p> <p>Each classification of these staff is directly classified and budget determined from the County Budgeting "Salary Model" system which provides the County published salary charges for these roles and are adopted yearly by the County Board of Supervisors and Union agreements.</p> </td> </tr> <tr> <td style="width: 5%; vertical-align: top; padding: 5px;">ii.</td> <td style="padding: 5px;"> <p>Provide a statement for each classification listed on the Budget Worksheet as to the time base (Full Time Equivalent) of work proposed. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4:</p> <p>1 Clinician @ 100% FTE for GY 1, GY 2, GY 3 and GY 4. 1 Clinician @ 50% FTE for GY 1, GY 2, GY 3 and GY 4. 1 Evaluator @ 25% FTE for GY 1, GY 2, GY 3 and GY 4. 1 Project Manager @ 100% FTE for GY 1, GY 2, GY 3 and GY 4.</p> </td> </tr> <tr> <td style="width: 5%; vertical-align: top; padding: 5px;">b.</td> <td style="padding: 5px;"> <p>Personnel Service Benefits</p> </td> </tr> <tr> <td style="width: 5%; vertical-align: top; padding: 5px;">i.</td> <td style="padding: 5px;"> <p>Explain what is included in the cost and how were the costs determined. Provide support for the costs. For example, provide published guidance from HR (or some other entity) stating percentage of salary or actual dollars used for employee benefits, including medical, retirement, taxes, etc.</p> </td> </tr> </table>	a.	<p>Hire Staff</p>	i.	<p>For each "Hire Staff" listed on the Budget Worksheet, explain how the salaries were determined and provide support for the stated salary. For example, state the classification and provide the published salary range for the employee in the stated classification:</p> <p>Clinician (1.5 FTE) - \$89,080 Evaluator (.25 FTE) - \$28,870 Project Manager (1.0 FTE) - \$113,932</p> <p>Each classification of these staff is directly classified and budget determined from the County Budgeting "Salary Model" system which provides the County published salary charges for these roles and are adopted yearly by the County Board of Supervisors and Union agreements.</p>	ii.	<p>Provide a statement for each classification listed on the Budget Worksheet as to the time base (Full Time Equivalent) of work proposed. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4:</p> <p>1 Clinician @ 100% FTE for GY 1, GY 2, GY 3 and GY 4. 1 Clinician @ 50% FTE for GY 1, GY 2, GY 3 and GY 4. 1 Evaluator @ 25% FTE for GY 1, GY 2, GY 3 and GY 4. 1 Project Manager @ 100% FTE for GY 1, GY 2, GY 3 and GY 4.</p>	b.	<p>Personnel Service Benefits</p>	i.	<p>Explain what is included in the cost and how were the costs determined. Provide support for the costs. For example, provide published guidance from HR (or some other entity) stating percentage of salary or actual dollars used for employee benefits, including medical, retirement, taxes, etc.</p>
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b.	<p>Personnel Service Benefits</p>										
i.	<p>Explain what is included in the cost and how were the costs determined. Provide support for the costs. For example, provide published guidance from HR (or some other entity) stating percentage of salary or actual dollars used for employee benefits, including medical, retirement, taxes, etc.</p>										

		<p>Benefits: Benefits included and paid for the employee such as FICA, Medicare, Unemployment Coverage, Workers' Compensation Insurance, Medical Insurance and County Retirement plan.</p> <p>Specific rates include: Unemployment 0.18% W/C 2.52% Social Security Tax 6.2% Medicare Tax 1.45%</p> <p>Medical Insurance based on actual rates from Insurer with County, times percentage work for the program.</p> <p>Retirement Plan is 35% of Salaries/Wages times the percentage work for the program. The Retirement plan benefits are dependent on County Negotiated agreements.</p>
	c.	Hire Contractors or other non-staff
		<p>For each "Hire Contractors or other non-staff" listed on the Budget Worksheet, explain how the costs were determined and provide support for the stated cost. For example, support could include an existing or new contract which states the classification, the cost, and time period in order to support the requested funds for each fiscal year.</p> <p>Navigators: \$72,000/year – 6.0 FTE for the grant period</p> <p>Costs were provided through Health Linkages, a contractor who will hire and supervise Navigators. SBCEO employs a liaison with Health Linkages who also coordinate the Promotores program and will expand this to create a new contract. Utilizing this resource will help identify culturally-competent, bilingual staff to fill the Navigator positions. The County-wide program will also allow for employing individuals as Navigators within their community.</p>
		<p>Provide a statement for each classification listed on the Budget Worksheet as to the Full Time Equivalent of the proposed work. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4.</p> <p>Navigators will be 100% for GY 1, GY 2, GY 3 and GY 4.</p>
	d.	Other Costs (non-staff and non-contracted services)

	i.	<p>For each "Other Costs (non-staff and non-contracted services)" listed on the Budget Worksheet, explain what the costs are for, how the costs were determined and provide support for the stated cost. For example, training could be supported through a published catalog of classes and rates.</p> <p>Training and professional development: Developed based on costs for MHFA Trainer of Trainers course and local conference and other mental health training costs. County will provide additional in-kind training through the internet-based Relias Training module which will include HIPAA, cultural competence, MHSA, consumer and peer trainings. SBCEO will provide FERPA, mandated reporter and other training related to working in schools.</p> <p>Website consultant: Costs based on in-house estimates which can be applied to consultant fees if needed.</p> <p>Stipends for teacher training: The challenges of finding and funding substitutes for teachers attending outside training have become quite prohibitive. To address these challenges, SBCEO would like to provide teachers with stipends to attend training sessions during non-teacher hours.</p> <p>Travel and transportation: Cost estimate for Navigator and Clinician travel between school sites based on IRS mileage rates.</p> <p>Supplies: Supply budget for operation supplies based on current rates with vendors such as Staples. It is anticipated that supplies needed above this cost will be absorbed by SBCEO and Behavioral Wellness.</p>

ATTACHMENT 12: 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 MHSOAC. 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
X	Attachment 2: Intent to Apply
X	Attachment 3: Minimum Qualifications
X	Attachment 4: Applicant Background
X	Attachment 5: Proposed Plan
X	Attachment 6: Program Implementation Plan – Plan Narrative
X	Attachment 7: Program Implementation Plan – Plan Timeline
X	Attachment 8: Program Implementation Plan – Sustainability Plan
X	Attachment 9: Program Communications Plan
X	Attachment 10: Budget Worksheet
X	Attachment 11: Budget Narrative
X	Attachment 12: Final Submission Checklist
X	Attachment 13: Payee Data Record (Std 204)

ATTACHMENT 13 PAYEE DATA RECORD (STD 204)

The Applicant must complete and submit Payee Data Record (STD. 204) with its Final Application.

Payee Data Record (Std 204), is required to receive a payment from the State of California and is completed in lieu of an IRS W-9 or W-7. The information provided is used to populate the check (warrant) when payments are made.

This form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19MHSOAC082	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

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

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Santa Barbara County Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

October 1, 2020

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement is:

\$4,000,000.00 Four million dollars and no cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Attachment B-1	Grant Award Claim Form	1
Attachment B-2	Budget Worksheet	2
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms and Conditions	9

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Santa Barbara County Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

315 Camino Del Remedio

CITY

Santa Barbara

STATE

CA

ZIP

93110

PRINTED NAME OF PERSON SIGNING

Alice Gleghorn, PhD

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/17/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
19MHSOAC082

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1325 J Street, Suite 1700

CITY

Sacramento

STATE

CA

ZIP

95624

PRINTED NAME OF PERSON SIGNING

Toby Ewing

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

9/28/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 5897(f)

State of California
Mental Health Services Oversight and
Accountability Commission (Commission)

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit A Scope of Work

EXHIBIT A SCOPE OF WORK

1. Abstract/Summary

- A. This grant is awarded pursuant to the Mental Health Student Services Act of 2019. SANTA BARBARA COUNTY DEPARTMENT OF BEHAVIORAL WELLNESS, hereafter referred to as "Grantee," agrees to hire personnel or peer support to enhance an existing county partnership with school-based programs, to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access to ongoing and sustained services.
- B. The Mental Health Student Services Act of 2019 (MHSSA) grants are to be used to provide support services that address the following goals:
- 1) Preventing mental illnesses from becoming severe and disabling
 - 2) Improving timely access to services for underserved populations
 - 3) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses
 - 4) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services
 - 5) Reducing discrimination against people with mental illness
 - 6) Preventing negative outcomes in the targeted population, including, but not limited to:
 - a) Suicide and attempted suicide
 - b) Incarceration
 - c) School failure or dropout
 - d) Unemployment
 - e) Prolonged suffering
 - f) Homelessness
 - g) Removal of children from their homes
 - h) Involuntary mental health detentions

2. Detailed Scope of Work

- A. The scope of work for this Agreement is contained in the Grant Application submitted by the Grantee (Grantee's Application) in response to the Mental Health Services Oversight and Accountability Commission's (Commission) Request for Applications, MHSSA_001 Addendum 2 (hereinafter, "RFA"). Grantee's Application is incorporated by reference and made part of this Agreement as if attached hereto.

State of California
 Mental Health Services Oversight and
 Accountability Commission (Commission)

SANTA BARBARA COUNTY
 DEPARTMENT OF BEHAVIORAL WELLNESS
 Agreement #19MHSOAC082
 Exhibit A Scope of Work

3. Contacts

- A. Direct all inquiries regarding this Agreement to the representatives listed in the charts below. Representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: Santa Barbara County Department of Behavioral Wellness
Name/Title: Cheryl Ward Health Program Specialist I	Name/Title: Alice Gleghorn, PhD Director
Phone: (916) 327-1944	Phone: (805) 681-5220
Fax: (916) 445-4927	Fax: (805) 681-5262
Email: Cheryl.Ward@mhsoc.ca.gov	Email: agleghorn@sbcwell.org

Direct all administrative inquiries to:

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: Santa Barbara County Department of Behavioral Wellness
Section/Unit: Administrative Services	Section/Unit: Administration
Attention: Richard Thut	Attention: Pam Fisher, PsyD Deputy Director
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 315 Camino Del Remedio Santa Barbara, CA 93110
Phone: (916) 445-8798	Phone: (805) 681-5161
Fax: (916) 445-4927	Fax: (805) 681-5262
Email: Richard.Thut@mhsoc.ca.gov	Email: pfisher@sbcwell.org

4. Grant Cycle (see RFA, Section V.C.)

- A. This Agreement is for a four-year grant cycle, with funds allocated in quarterly installments.
- B. Funding is based on the Grantee's compliance with the RFA requirements as submitted through Grantee's Application.
- C. Grantee shall participate in monthly check-in meetings with Commission staff either in-person, by phone or some other agreed upon arrangement. The intent is for the

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- Grantee to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.
- D. The Commission may withhold funds from Grantee if the Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is presented and accepted by the Commission.
5. **Allowable Costs** (See *RFA, Section V.E.*)
- A. Grant funds must be used as proposed in the Grantee's Application and approved by the Commission as follows:
- 1) Allowable costs include:
 - a) Personnel and/or peer support
 - b) At least 90 percent of the personnel costs must be for personnel who are dedicated to delivering services.
 - c) The amount budgeted for administration costs shall not exceed 15 percent of the total budget grant amount, annually, and includes any administrative costs associated with contracted personnel.
 - d) Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
 - e) Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
 - i. Services provided on school campuses
 - ii. Suicide prevention services
 - iii. Drop-out prevention services
 - iv. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
 - v. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
 - f) Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.

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- 2) Grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.
- 3) Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant.

6. Evaluation (See RFA, Section VIII.)

- A. Grantee shall employ staff through the grant for MHSSA data gathering, submission of relevant data, and submission of program implementation and summary program evaluations to the Commission. Grantee shall evaluate its MHSSA funded program.
- B. Evaluation activities are intended to provide counties and the Commission with data related to program impact and individual experience, and to demonstrate program effectiveness throughout the grant cycle. It is intended that the results from the local evaluations by the grantees will yield best practices for school-based mental health partnerships, number of students served, demographics, data on linkage to ongoing mental health services, and comparison data on negative outcomes of untreated mental health conditions e.g. suicide, school failure, and out of home placement.
- C. Grantee shall collect relevant person identified-level data. In accordance with privacy laws, if requested, Grantee shall provide access to the Commission to all relevant person identified-level data collected and maintained by the Grantee. Grantee shall ensure that county partners grant access to the Commission to all relevant person identified-level data in accordance with privacy laws.

7. Reporting (See RFA, Section IX.)

- A. Grantee shall provide information to the Commission on a quarterly basis within 30 days after the end of each reporting period. The Commission may modify the reporting date to better fit in with the Grantee's normal month-end financial cycle. The Grantee shall submit the following reports:
 - 1) Hiring Report
The Hiring Report shall include the following:
 - a) List each type of personnel hired by the county and/or hired as a contractor (e.g., peers, social workers, nurses, clinicians, mental health workers, etc.). Identify which staff are county staff and which are contract.
 - b) List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description).

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2) Evaluation Data

Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission.

3) Expenditure Information

Grantee shall report all Grant expenditure information in the Annual Fiscal Report within 30 days of the end of the grant year. Grantee shall remit to the Commission all unexpended grant funds at the end of the contract term.

8. **Program Communications** (See RFA, Section VII.E.v.)

Grantee shall increase awareness of and access and linkage to mental health services for students and their families and provide related information on the partnership website(s).

9. **Amendments**

This Agreement may be amended upon mutual consent of the parties. All amendments must be in writing and fully executed by authorized representatives of each party.

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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) To expedite the processing of the Grant Award Claim Form submitted to the Commission for fund distribution, Grantee shall submit one original and two copies of each Grant Award Claim Form to the Commission Grant Manager at the following address:

Mental Health Services Oversight and Accountability Commission
1325 J Street, Suite 1700
Sacramento, CA 95814

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to 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 this contract 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.

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- d) In addition, 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 \$4,000,000.00. Payment shall be made in accordance with the payment schedule below. The funds used for this Agreement may be used without regard to fiscal year.

4. Payment Schedule

Grantee was approved for a grant cycle that covers four grant years (see Attachment B-2 – Budget Worksheet for approved funding amounts), with funds allocated annually at the beginning of each grant year. Payment will be made quarterly and the total amount of payments made in any grant year is to not exceed the amount stated below. For each grant year Grantee may not exceed the total funds allocated for that grant year.

Grant Year Distribution	Grant Funding
Grant Year 1	\$ 1,003,594.00
Grant Year 2	\$ 1,000,719.00
Grant Year 3	\$ 997,844.00
Grant year 4	\$ 997,843.00
Grant Total	\$ 4,000,000.00

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Contract is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Contract not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Contract is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.
6. DISPUTES: Contractor shall continue with the responsibilities under this Contract during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Contract and be relieved of any payments should the Contractor fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted

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from any sum due the Contractor under this Contract and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Contract, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract. (See Cal. Code Regs., tit. 2, §11105.)

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

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11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Contract by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Contract.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may

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have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

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(Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS

Except for subcontracts identified in the Proposal in accordance with the Request for Proposal, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

2. PUBLICATIONS AND REPORTS

- A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

3. PROGRESS REPORTS

Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION

Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

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5. MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION STAFF

Mental Health Services Oversight and Accountability Commission staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, Mental Health Services Oversight and Accountability Commission staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS

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

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Mental Health Services Oversight and Accountability Commission (MHSOAC), but does not necessarily represent the views of the MHSOAC or any of its employees except to the extent, if any, that it has formally been approved by the MHSOAC. For

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information regarding any such action, communicate directly with the MHSOAC at 1325 J Street, Suite 1700, Sacramento, CA 95814. Neither the MHSOAC nor the

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State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA

- A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
- E. Contractor shall use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

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8. APPROVAL OF PRODUCT

Unless otherwise specified in Exhibit A, each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

9. SUBSTITUTIONS

Contractor's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.

10. NOTICE

Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address listed in Exhibit A for each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

11. WAIVER

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

12. GRATUITIES AND CONTINGENCY FEES

The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract

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or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

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

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

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

13. WORKERS' COMPENSATION

Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.

14. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

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15. CAPTIONS

The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

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16. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

17. FORCE MAJEURE

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

18. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in

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any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications of this Contract and any such law above referred to, then the Contractor shall immediately notify the State in writing.

19. LITIGATION

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Contract.

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The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.

20. DISPUTES

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the MHSOAC's Executive Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Executive Director of the MHSOAC shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Executive Director, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the dispute. The decision of the Executive Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Executive Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this

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Contract 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.

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21. EVALUATION OF CONTRACTOR'S PERFORMANCE

The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

23. INSPECTION AND ENFORCEMENT

- A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
- B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the MHSOAC in writing.
- C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.

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- D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

24. USE OF STATE FUNDS

Contractor, including its officers and members, shall not use funds received from the MHSOAC pursuant to this contract to support or pay for costs or expenses related to the following:

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- A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- B. Lobbying for either the passage or defeat of any legislation.

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

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