



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

June 27, 2023

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**Present:** 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 23-00605

**RE:** Consider recommendations regarding Fiscal Years (FYs) 2021-2024 Services Agreement, Second Amendment and Termination, and FYs 2023-2027 Services Agreement with Pacific Pride Foundation (Pacific Pride), as follows:

a) Approve and authorize the Chair to execute a Second Amendment to the FYs 2021-2024 Agreement for Services of Independent Contractor with Pacific Pride, a California nonprofit (a local vendor), to add a FY 2022-2023 Federal Award Identification Table with no change to the total maximum contract amount of \$431,037.00, inclusive of \$143,679.00 per FY, for the period of July 1, 2021 through June 30, 2024;

b) Approve and authorize the termination of the FYs 2021-2024 Agreement for Services of Independent Contractor with Pacific Pride (BC 21-000) for convenience, effective June 30, 2023, to enter into a new services agreement with Pacific Pride as set forth below in Recommended Action c) following the award of the Outreach, Opioid Overdose Prevention, and HIV Early Intervention Services Request for Proposal for FYs 2023-2027 to Pacific Pride;

i) Direct the Director of the Department of Behavioral Wellness or designee to issue a letter to Pacific Pride terminating the FYs 2021-2024 Agreement that is substantially similar to the draft; and

ii) Delegate authority to the Director of the Department of Behavioral Wellness or designee to take actions necessary for the winddown of the FYs 2021-2024 Agreement, subject to the Board's ability to rescind this delegated authority at any time;

c) Approve and authorize the Chair to execute a FYs 2023-2027 Agreement for Services of Independent Contractor with Pacific Pride, for the provision of county-wide Alcohol and Drug Outreach and Targeted Cultural Competency Trainings and Opioid Overdose Prevention and Reversal Program Services for a total maximum contract amount not to exceed \$352,000.00, inclusive of \$88,000.00 per FY, for the period of July 1, 2023 through June 30, 2027;

i) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt services under the FYs 2023-2027 Agreement for convenience per Section 20 of the Agreement; make immaterial changes to the Agreement per Section 26; amend the program goals, outcomes, and measures per Exhibit E; and reallocate funds during the term of



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the Agreement per Exhibits B and B-1, all without altering the maximum contract amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

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

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

- a) **Approved and authorized; Chair to execute;**
- b) **i) and ii) Approved and authorized;**
- c) **i) Approved and authorized; Chair to execute; and**
- d) **Approved.**

**The motion carried by the following vote:**

**Ayes: 5 - Supervisor Williams, Supervisor Capps, 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

PACIFIC PRIDE FOUNDATION

FOR

ALCOHOL AND DRUG PROGRAMS

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# **STANDARD TERMS**

# **AND CONDITIONS**

**AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY or Department) and **PACIFIC PRIDE FOUNDATION** (CONTRACTOR) with an address at 608 Anacapa St, Suite A, Santa Barbara, California 93101, (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**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 herein set forth;

**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. Kristin Flickinger, at phone number 509-910-8474 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: Kristin Flickinger, Executive Director  
                              Pacific Pride Foundation  
                              608 Anacapa Street, Ste A  
                              Santa Barbara, CA 93101  
                              Fax: 805-963-9086

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 EXHIBIT A(s) attached hereto and incorporated herein by reference.

**4. TERM.**

CONTRACTOR shall commence performance on **7/1/2023** and end performance upon completion, but no later than **6/30/2027** 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 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 Sections 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 apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

**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 Code of Federal Regulations (C.F.R.), 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 Privacy limitations, 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.**

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 in any way contract on behalf of or in the name of COUNTY. 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.

**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 make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as “Records”), at any time by COUNTY, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees (“Authorized Representative”) (hereinafter referred to as “Audit”).
- B. Any such Audit shall occur at the CONTRACTOR’s place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. CONTRACTOR shall maintain Records

in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

- C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D. CONTRACTOR shall retain all records and documents originated or prepared pursuant to CONTRACTOR's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Section 14.C (Records, Audit and Review).
- E. If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Section 14.C (Records, Audit, and Review).
- F. CONTRACTOR shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. CONTRACTOR shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). CONTRACTOR shall retain such records for the 10-year period as determined in Section 14.C (Records Audit and Review).
- G. CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may audit CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk.
- I. CONTRACTOR agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. 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. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

**15. INDEMNIFICATION AND INSURANCE.**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C Standard Indemnification and Insurance Provisions 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 General Provisions 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. **SUSPENSION FOR CONVENIENCE.**

The Director of the Department of Behavioral Wellness or designee may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**21. 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.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE.**

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

**25. 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.

**26. 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 or designee. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

**27. 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.

**28. COMPLIANCE WITH LAW.**

CONTRACTOR shall, at its sole cost and expense, comply with all COUNTY, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) 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, statute, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**29. 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.

**30. 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.

**31. 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(ies), 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.

**32. 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.

**33. 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.

**34. COMPLIANCE WITH PRIVACY LAWS.**

CONTRACTOR is expected to adhere to the healthcare privacy laws specified in Exhibit A-1, Section 5.A (Confidentiality) 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 the healthcare privacy laws as they are amended from time to time.

**35. COURT APPEARANCES.**

Upon request, CONTRACTOR shall cooperate with COUNTY in making available necessary witnesses for court hearings and trials, including 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.

**36. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

The CONTRACTOR shall comply with the requirements of 2 C.F.R. Part 200 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this Agreement.

**37. MANDATORY DISCLOSURE.**

**A. Prohibited Affiliations.**

1. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:
  - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
  - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any Federal health care program (as defined in Section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. The CONTRACTOR shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 37 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:
  - i. A director, officer, agent, managing employee, or partner of the CONTRACTOR. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
  - ii. A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
  - iii. A person with beneficial ownership of five (5) percent or more of the CONTRACTOR's equity. (42 C.F.R. § 438.610(c)(3).)

- iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
- v. A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
- vi. The CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

**B. Written Disclosures.**

1. **Written Notice of Prohibited Affiliations.** The CONTRACTOR shall provide to COUNTY written disclosure of any prohibited affiliation identified by the CONTRACTOR or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an “ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity; d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
  - i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, CONTRACTOR may use the business address for any member of its Board of Directors.
  - ii. The name and address of any **person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
  - iii. Date of birth and Social Security Number (in the case of an individual).
  - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.
  - v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another



person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.

- vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.
  - vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
  - viii. Is a partner in a Disclosing Entity that is organized as a partnership.
3. **Timing for Disclosure of Ownership and Controlling Interests.** CONTRACTOR shall complete a Disclosure of Ownership or Controlling Interest form provided by COUNTY upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by CONTRACTOR, and that interest equals at least 5% of CONTRACTOR's property or assets.
4. **Business Transactions. (42 C.F.R. § 455.105).**
- i. CONTRACTOR agrees to furnish to COUNTY or the Secretary of DHCS on request, information related to business transactions. CONTRACTOR shall submit, within 35 days of the date on a request by COUNTY or the Secretary of DHCS full and complete information about:
    - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
    - b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
5. **Crimes.**
- i. **Violations of Criminal Law.** CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.339, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
  - ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** CONTRACTOR shall submit the following disclosures to COUNTY regarding its owners, persons with controlling interest, agents, and managing employee's criminal

convictions prior to entering into this Agreement and at any time upon COUNTY's request:

- a. The identity of any person who is a managing employee of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- b. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.

iii. **Timing for Disclosures of Crimes.** The CONTRACTOR shall supply disclosures regarding crimes before entering into the contract and at any time upon the COUNTY or DHCS' request.

**C. Lobbying.** CONTRACTOR shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement, which are incorporated herein by this reference.

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. CONTRACTOR also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**D. Remedies.**

1. **Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**
  - i. FFP is not available in expenditures for services furnished by CONTRACTORs who fail to comply with a request made by the COUNTY or Secretary of DHCS under this section Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).
  - ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the COUNTY or the Secretary of DHCS and ending on the day before the date on which the information was supplied.

- iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the COUNTY or DHCS (Welf. & Inst. Code § 14043.3).
2. **Other Remedies.** COUNTY or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for CONTRACTOR's failure to provide required disclosures.

**38. PROCUREMENT OF RECOVERED MATERIALS.**

CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**39. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**40. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY, the Federal Awarding Agency, and the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. §§ 7401-7671q) or the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

**41. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain;
  - 2. Extend or renew a contract to procure or obtain; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also § 200.471.

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SIGNATURE PAGE

Agreement for Services of Independent CONTRACTOR between the COUNTY of Santa Barbara and Pacific Pride Foundation.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2023.

COUNTY OF SANTA BARBARA:

By:

*[Signature]*  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Date:

6-27-23

ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: *[Signature]*  
Deputy Clerk

Date: 6-27-23

CONTRACTOR:

PACIFIC PRIDE FOUNDATION

DocuSigned by:  
*[Signature]*

By:

Authorized Representative  
Kristin Flickinger

Name:

Title:

Executive Director

Date:

6/14/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: *[Signature]*  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: *[Signature]*  
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

By: *[Signature]*  
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM, RISK MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By: *[Signature]*  
Risk Manager

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – ADP STATEMENT OF WORK**

- EXHIBIT A-1 General Provisions: ADP (SAPT/SAGB)
- EXHIBIT A-2 Outreach & Targeted Cultural Competency Trainings.
- EXHIBIT A-3 Opioid Overdose Prevention & Reversal Services

**EXHIBIT B – FINANCIAL PROVISIONS**

- EXHIBIT B Financial Provisions: ADP
- EXHIBIT B-1 Schedule of Rates and Contract Maximum: ADP
- EXHIBIT B-2 Entity Budget by Program
- EXHIBIT B-3 Federal Identification Table

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT D – CERTIFICATION REGARDING LOBBYING**

**EXHIBIT E - PROGRAM GOALS, OUTCOMES, AND MEASURES**

**EXHIBIT A**  
**STATEMENT OF WORK**

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**EXHIBIT A-1**  
**GENERAL PROVISIONS - ADP SAPT/SAPG**

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The following provisions shall apply to all programs operated under this Agreement, included as Exhibit A-2 and A-3, as though separately set forth in the scope of work specific to each Program.

**1. PERFORMANCE.**

**A. Compliance with County, State and Federal Requirements.** CONTRACTOR shall abide by all applicable provisions of the Performance Agreement between the COUNTY and the Department of Health Care Services, Agreement Number 21-10112, which is required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that COUNTY must meet in order to receive this funding, and is incorporated by this reference.

1. Pursuant to Title 42 United States Code section 300 et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.
2. The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. The CONTRACTOR is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the COUNTY requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.
3. CONTRACTOR shall abide by all relevant provisions of law governing the Substance Abuse Prevention and Treatment Block Grant (SABG) including, but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. CONTRACTOR shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.

**B. Compliance with Expenditure Requirements.** Compliance with the expenditure requirements of Welfare and Institutions Code section 17608.05.

**C. Compliance with Patient Rights Requirements.** Compliance with all provisions and requirements in law pertaining to patient rights.

**D. Compliance with Data Requirements.** Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code.

**2. STAFF.**

**A. Training Upon Hire and Annually Thereafter.** CONTRACTOR shall ensure the following training, including through attendance at County-sponsored training sessions as required, to each Program staff member, within thirty (30) days of the date of hire or beginning services, and at least once annually thereafter (unless otherwise indicated):



**1. For Prevention Programs:**

- i. HIPAA Privacy and Security Training;
- ii. 42 C.F.R., Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training; and
- vi. Data Reporting System for staff with responsibility for submitting contract deliverables.

**B. Additional Mandatory Trainings:** CONTRACTOR shall ensure the completion of the following mandatory trainings. In order to meet this requirement, trainings must be provided by the COUNTY, or must be approved by the County QCM Manager, or designee, as equivalent to the County-sponsored training. Program staff must complete the following additional trainings at least once annually:

1. **For Prevention Programs:** Training to ensure that program staff have the capacity to implement all prevention services including:
  - i. CONTRACTOR shall work with COUNTY Evaluation Consultant to participate in all evaluation processes;
  - ii. CONTRACTOR shall collect and report program measurements; and
  - iii. All applicable evidence-based prevention models and programs as agreed between provider and COUNTY in writing.

**C. Overdose Prevention Training.** CONTRACTOR shall:

1. Ensure all direct service staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Behavioral Wellness; and
2. Make available and distribute prevention overdose materials, as provided by Behavioral Wellness, to all staff and clients.

**D. Experienced Staff for Direct Client Services.** Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.

**E. Notice of Staffing Changes Required.** CONTRACTOR shall notify QCM ADP [BwellQCMADP@sbcbswell.org](mailto:BwellQCMADP@sbcbswell.org) and BWell Contracts at [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org) immediately when staff unexpectedly separates from employment or is terminated, or within 30 days of the expected last day of employment or for staff planning a formal leave of absence in alignment with the *Policy 14.000 Information Systems for Workforce Access and Termination* at <https://cosantabarbara.app.box.com/s/jlwbnuachznge426crkj6poy7fmdw5g0/file/711466593727>. Additionally, CONTRACTOR shall notify COUNTY of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4. (Reports).

- F. **Staff Background Investigations.** At any time prior to or during the term of this Agreement, the COUNTY may require that CONTRACTOR staff performing work under this Agreement undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- G. **Staff Removal for Good Cause Shown.** COUNTY may request that CONTRACTOR's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, CONTRACTOR shall remove such staff immediately.
- H. **Denial or Termination of Facility Access.** COUNTY may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with County facility access.
- I. **Staff Disqualification.** Disqualification, if any, of CONTRACTOR staff, pursuant to this Section 2. (Staff) or any other provision of law, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

3. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**

- A. **Obtain and Maintain Required Credentials.** CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates. CONTRACTOR 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.

4. **REPORTS.**

- A. **Staffing Reports.** CONTRACTOR shall submit quarterly Staffing Reports to COUNTY. These reports shall be on a form acceptable to, or provided by the COUNTY, and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The reports shall be received by COUNTY no later than 25 calendar days following the end of the quarter being reported.
- B. **Programmatic.** CONTRACTOR shall submit quarterly programmatic reports to COUNTY, which shall be received by COUNTY no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
  - 1. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps shall be taken to achieve satisfactory progress;

2. CONTRACTOR shall include a narrative description of CONTRACTOR's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and the number of clients admitted or discharged;
4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by CONTRACTOR and COUNTY. Changes to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by the CONTRACTOR and the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount. In addition, CONTRACTOR may include in its report any other data that demonstrate the effectiveness of CONTRACTOR's programs; and

**C. Annual Mandatory Training Report.**

1. CONTRACTOR shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements 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.

**D. Additional Reports.**

1. CONTRACTOR shall maintain records and make statistical reports as required by County State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon COUNTY's request, CONTRACTOR shall make additional reports as required by COUNTY concerning CONTRACTOR's activities as they affect the services hereunder. COUNTY will be specific as to the nature of information requested and allow 30 days for CONTRACTOR to respond.
2. CONTRACTOR shall submit data annually, 30 days after the end of each Fiscal Year or as otherwise directed by COUNTY, via a report of the total number of Charitable Choice referrals necessitated by religious objection and any other information required in a format, prescribed by the COUNTY and or DHCS.

The Charitable Choice provisions (42 U.S.C. § 300x-65 et seq.; 42 U.S.C. § 290kk et seq.; 42 C.F.R. Part 54a) allow religious organizations to provide SAMHSA-funded SUD services without impairing their religious character and without diminishing the religious freedom of those who receive their services.

These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide SUD prevention and treatment services under SABG.

**5. CONFIDENTIALITY.**

- A. CONTRACTOR agrees, and CONTRACTOR agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United

States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibits D and F of the Performance Agreement (No. 21-10112); and Paragraph 34 (Compliance with Privacy Laws) of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

- B. CONTRACTOR 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 services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

## 6. CULTURAL COMPETENCE.

- A. **Report on Capacity.** CONTRACTOR 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 training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. **Communicate in Preferred Language.** At all times, the CONTRACTOR's Program(s) shall be staffed with personnel who can communicate in the client's preferred language, or CONTRACTOR shall provide interpretation services, including American Sign Language (ASL).
- C. **Bilingual Staff for Direct Service Positions.** CONTRACTOR 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. CONTRACTOR percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.
- D. **Cultural Considerations When Providing Services.** CONTRACTOR 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).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F. **Staff Cultural Training.** CONTRACTOR shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

## 7. NOTIFICATION REQUIREMENTS.

- A. CONTRACTOR shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) CONTRACTOR shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. parts 160 and 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B. CONTRACTOR shall immediately notify Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-5113 or at [BWellQCMADP@sbcbswell.org](mailto:BWellQCMADP@sbcbswell.org) in the event of:
  - 1. Known serious complaints against licensed/certified staff;
  - 2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
  - 3. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
  - 4. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at <https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y>.
- C. CONTRACTOR 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 CONTRACTOR's control;
  - 2. Legal suits initiated specific to the CONTRACTOR's practice;
  - 3. Initiation of criminal investigation of the CONTRACTOR; or
  - 4. Breach of Privacy Laws.
- D. For clients receiving direct services from both Behavioral Wellness and CONTRACTOR staff, CONTRACTOR shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
  - 1. Side effects requiring medical attention or observation;
  - 2. Behavioral symptoms presenting possible health problems; or
  - 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- E. CONTRACTOR may contact Behavioral Wellness Contracts Division at [bwelcontractsstaff@sbcbswell.org](mailto:bwelcontractsstaff@sbcbswell.org) for any contractual concerns or issues.
- F. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. CONTRACTOR shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

## 8. MONITORING.

- A. CONTRACTOR agrees to abide by and to cooperate with the COUNTY's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices, as required by the Performance Agreement, Agreement Number 21-10112.

- B. CONTRACTOR 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.
- C. CONTRACTOR shall provide a corrective action plan if deficiencies in CONTRACTOR's compliance with the provisions of this Agreement are identified by COUNTY. CONTRACTOR shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAPs shall be submitted within the required timeframes and shall be documented using the template provided, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.
- D. COUNTY shall monitor the performance of CONTRACTOR 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 CONTRACTOR's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of CONTRACTOR's clinical documentation.
- E. CONTRACTOR shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate CONTRACTOR'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 the 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. (See 42 C.F.R. § 438.3(h).) If monitoring activities identify areas of non-compliance, CONTRACTOR will be provided with recommendations and a corrective action plan. CONTRACTOR shall be liable to COUNTY for any penalties assessed against COUNTY for CONTRACTOR's failure to comply with the required corrective action.

**9. COLLABORATIVE MEETINGS.**

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed with CONTRACTOR to collaboratively discuss Programmatic, Fiscal, and Contract matters.

**10. NONDISCRIMINATION.**

**A. State Nondiscrimination Provisions.**

- 1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny this Agreement's benefits to any person on the basis of any ground protected under state law including 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, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.

2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, sections 438.3(d)(3) and (4), and state law, the CONTRACTOR shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall CONTRACTOR engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** The CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted program or activity, and shall comply with the implementing regulations Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** CONTRACTOR shall ensure 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 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 agreement. (See Cal. Code Regs., tit. 2, § 11105.)

**B. Federal Nondiscrimination Provisions.**

1. The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of any ground protected under federal law including race, color, religion, sex, national origin, physical or mental handicap or disability, age or status as a disabled veteran or veteran of the Vietnam era. The CONTRACTOR will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. The CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the CONTRACTOR's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federal and state contracts in



accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR shall include the provisions of Sections 10(B)(1) through 10(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the CONTRACTOR may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. **Subcontracts.** CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under the Agreement.

## 11. DEFINITIONS.

The following term used throughout this Agreement shall have the meaning as set forth below.

A. **Substance Abuse Mental Health Services Administration (SAMHSA).** SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

## 13. STATE CONTRACT COMPLIANCE.

A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner. Either the COUNTY or CONTRACTOR may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.

## 14. ADDITIONAL REQUIREMENTS FOR SABG/SAPT-FUNDED SERVICES.

A. **General Provisions.** The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (C.F.R.), Part 75. This Agreement is a subcontract of the subaward to COUNTY of the federal award to

DHCS. CONTRACTOR agrees, as a condition of receiving SABG funds, to the terms in this Section 14.

1. **Hatch Act.** CONTRACTOR agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
2. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
3. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
4. **Debarment and Suspension.** CONTRACTOR shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If CONTRACTOR subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).
5. **Restriction on Distribution of Sterile Needles.** No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
6. **Nondiscrimination and Institutional Safeguards for Religious Providers.** CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
7. **Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
8. **Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the

Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53><https://thinkculturalhealth.hhs.gov/clas/standards>.

9. **Intravenous Drug Use (IVDU) Treatment.** COUNTY shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).
10. **Tuberculosis Treatment.** CONTRACTOR shall ensure the following related to Tuberculosis (TB):
  - i. Routinely make available TB services to individuals receiving treatment.
  - ii. Reduce barriers to patients accepting TB treatment.
  - iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
11. **Trafficking Victims Protection Act of 2000.** CONTRACTOR and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.
12. **Marijuana Restriction.** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended in full accordance with U.S. statutory requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.
13. **Adolescent Best Practices Guidelines.** CONTRACTOR must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: [https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)
14. **Byrd Anti-Lobbying Amendment (31 USC 1352).** CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to COUNTY and DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15. **Nondiscrimination in Employment and Services.** CONTRACTOR certifies that under the laws of the United States and the State of California, CONTRACTOR will not unlawfully discriminate against any person. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for COUNTY or DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided under County's Performance Agreement (No. 21-10112).
16. **Information Access for Individuals with Limited English Proficiency.**
  - i. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
  - ii. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.
17. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 C.F.R., Section 75.302(b)(1) through (4) and (b)(7), and 45 C.F.R., Section 96.30.
18. The following provisions of Enclosure 5 of the SABG Biennial Funding Allocation and Application Instructions State Fiscal Years 2022-23 and 2023-24 are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 20 Debarment and Suspension Certification; 21 Smoke-Free Workplace Certification; 25 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 32 Suspension or Stop Work Notification; 33 Public Communications; and 34 Compliance with Statutes and Regulations; and 35 Lobbying Restrictions and Disclosure Certification.

**B. Federal Law Requirements:**

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

**C. State Law Requirements:**

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization.
5. No federal funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

**D. Additional Control Requirements.**

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), CONTRACTOR shall establish written policies and procedures consistent with these requirements:
  - i. Health and Safety Code Division 10.5 Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
  - ii. C.C.R. Title 9, Division 4, commencing with Chapter 1.
  - iii. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds, commencing with Section 16366.1.
  - iv. Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing at Section 53130.

- v. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21 Block Grants for Prevention and Treatment of Substance Abuse.
  - vi. C.F.R. Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - vii. Title 45, CFR Part 96, Block Grants.
  - viii. Title 42, CFR Part 2, Confidentiality of Substance Use Disorder Patient Records.
  - ix. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
  - x. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
  - xi. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.
2. CONTRACTOR shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
  3. CONTRACTOR shall adhere to the applicable provisions of Title 45, CFR, Part 75 and Part 96 in the expenditure of SABG funds.
  4. CONTRACTOR and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to the SABG Biennial Funding Allocation and Application Instructions State Fiscal Years 2022-23 and 2023-24 in Enclosure 4.
  5. Restrictions on Salary. CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule. Salary and wages schedules may be found at [https://grants.nih.gov/grants/policy/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.htm). SABG funds used to pay a salary in excess of the rate of basic pay for Level II of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level II rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds.

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**EXHIBIT A-2**  
**STATEMENT OF WORK: ADP**  
**OUTREACH & TARGETED CULTURAL COMPETENCY TRAININGS**

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1. **PROGRAM SUMMARY.** Pacific Pride Foundation (CONTRACTOR) will provide county-wide alcohol and drug outreach and prevention services through trainings on Lesbian, Gay, Bisexual, Transgender, Queer/Questioning and others (LGBTQ+) issues to clients, family members of clients, and community-based organization (CBO) staff.  

LGBTQ+ training will consist of cultural competency trainings around LGBTQ+ issues with a focus on issues specific to LGBTQ+ populations in recovery, creating a safe environment, understanding sexual orientation and gender identity.

The Program will be headquartered at:

  - A. 608 Anacapa Street, Suite A1, Santa Barbara, CA 93101
2. **PROGRAM GOALS.**
  - A. Increase knowledge and cultural sensitivity through outreach to the community, CBOs, and government agencies regarding LGBTQ+ culture, and harm reduction standards.
3. **SERVICES.** Outreach and Targeted Cultural Competency Trainings will include county-wide outreach and prevention services through trainings on Lesbian, Gay, Bisexual, Transgender, Queer/Questioning and others (LGBTQ+) issues. Outreach and Targeted Cultural Competency Training services shall include the following:
  - A. CONTRACTOR will conduct two (2) separate two (2) hour LGBTQ+ trainings each fiscal year for a minimum of fifty (50) individuals including (but not limited to) county community partner agencies and their staff and community members. County community partner agencies can include, but are not limited to, County contracted SUD Prevention and DMC-ODS treatment providers, other community-based organizations (CBO's), schools/educational institutions, and local governmental agencies.
  - B. CONTRACTOR will conduct a minimum of twenty (20) separate and individualized one (1) hour LGBTQ+ trainings each fiscal year for local community-based organizations, school/educational institutions or governmental agencies.
  - C. LGBTQ+ training topics shall include issues specific to LGBTQ+ populations who are in SUD treatment and/or recovery such as:
    1. Creating a safe environment for LGBTQ+ populations;
    2. Treatment considerations for LGBTQ+ populations;
    3. Reducing Stigma: Understanding Sexual Orientation (SO) & Gender Identity (GI);
    4. Reducing Stigma: Transgender Identity, & Gender Diversity, & Sexual Diversity; and
    5. LGBTQ+ Survivors (Sexual Assault, Intimate Partner Violence, Family Abuse/Rejection) and Trauma-Informed Care.
4. **CLIENTS.** CONTRACTOR shall target the following populations: County Behavioral Wellness staff; County contracted SUD Prevention and DMC-ODS treatment providers, other community-

based organizations (CBO's), schools/educational institutions, and local governmental agencies.

**5. REPORTS.**

A. Alcohol and Drug LGBTQ+ Outreach Services – CONTRACTOR shall collect and submit data on a quarterly basis to include but not be limited to the following:

1. Number of Community Organizations trained;
2. Number of individuals trained;
3. Number of training sessions conducted; and
4. Average increased knowledge of each training, as indicated by attendee pre- and post-training test results.

**6. STAFFING REQUIREMENTS.**

A. CONTRACTOR will employ direct service staff who:

1. Are bilingual in County's threshold language, Spanish;
2. Have competency with LGBTQ+ populations; and
3. Are trained, competent and proficient in delivering Outreach and Targeted Cultural Competency Trainings.

B. CONTRACTOR shall ensure that all direct service staff complete required training per Policy 5.008 Mandatory Trainings.



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**EXHIBIT A-3**  
**STATEMENT OF WORK: ADP**  
**OPIOID OVERDOSE PREVENTION AND REVERSAL SERVICES**

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1. **PROGRAM SUMMARY.** Pacific Pride Foundation (PPF) (CONTRACTOR) will provide Overdose Prevention and Reversal Services to include outreach, training and education on overdose prevention and reversal and, the distribution of Naloxone/Narcan (an antidote for opioid overdose). Overdose Prevention and Reversal Program outreach and training shall include identifying signs and symptoms of an opioid overdose, risk factors for an opioid overdose, overdose prevention education, instruction on how to administer Naloxone/Narcan, rescue breathing, the distribution of Naloxone/Narcan into the community, proper storage of Naloxone/Narcan, post-overdose care, and SUD referral and treatment services. Training and outreach will increase knowledge on and awareness of opioid overdose, expand access to Naloxone/Narcan, and reduce overdose fatalities in Santa Barbara County as part of a harm reduction strategy. CONTRACTOR shall comply with *Department Policy # 7.020 Overdose Prevention and Reversal Program*, available at <https://www.COUNTYofsb.org/behavioral-wellness/policy/3006>.
2. **PROGRAM GOALS.** Increase access and use of Naloxone/Narcan for people who have a high risk of overdosing to decrease the number of deaths by opioid overdose.
3. **SERVICES.** Opioid Overdose Prevention and Reversal Services shall include, but not be limited to, the following:
  - A. CONTRACTOR will conduct a minimum of twelve (12) overdose prevention and reversal education and Naloxone/Narcan trainings per fiscal year. Each training shall be for a minimum duration of one (1) hour and will include County-approved training curriculum and materials in English and Spanish. Priority populations for trainings shall include, but not be limited to, County Prevention Programs, DMC-ODS Treatment Programs, Residential Treatment and Recovery Residence Programs, Community Based Organizations, First Responders, Health Clinics, Schools, Homeless Shelters, Jail Discharge personnel, Narcotic Treatment Programs, Needle Exchange Program Staff, Criminal Justice Staff, individuals with Opioid Use Disorders, and family members of opioid users those with Opioid Use Disorders.
  - B. CONTRACTOR shall distribute annually, a minimum of 1,200 Food and Drug Administration (FDA) approved overdose reversal Naloxone/Narcan kits (Standard Narcan Nasal Spray box containing two 4-mg doses) purchased and provided to CONTRACTOR by the DHCS Naloxone Distribution Project to individuals and agencies identified as most likely to witness an overdose. Distribution shall include: individuals who seek services at needle exchange programs, individuals identified as having an Opioid Use Disorder (OUD), significant others and/or family members of individuals with an OUD, homeless services outreach staff, clients in residential treatment programs and Recovery Residences, and individuals being discharged from jail and/or prison.
  - C. CONTRACTOR will provide inventory control of Naloxone/Narcan kits and will collect and report on data including number of kits distributed, date of distribution, and known overdose reversals. Data and inventory control will be documented on County SmartSheet and/or other County approved file or document. CONTRACTOR shall monitor Naloxone/Narcan distribution to ensure Naloxone/Narcan kits and kit refills are made available to anyone who

has received or previously completed Overdose Prevention and Reversal Training. CONTRACTOR shall notify Behavioral Wellness at least thirty (30) days ahead of exhausting Naloxone/Narcan supply. CONTRACTOR shall ensure Naloxone/Narcan kits are securely stored at program sites consistent with manufacturing guidelines.

**4. CLIENTS AND PROGRAM OPERATIONS.**

- A. **Clients (Target Population)**. The priority populations for SABG-funded services include pregnant women, women with dependent children, person who injects drugs, persons at risk of contracting HIV and persons requiring Opioid Overdose Prevention and Reversal Services information.
- B. **Locations**. CONTRACTOR shall provide Overdose Prevention and Reversal services in all regions in Santa Barbara COUNTY including, but not limited to:
  - 1. South County (Goleta/Santa Barbara/Carpinteria);
  - 2. Mid County (Lompoc/ Buellton/ Solvang/ Santa Ynez); and
  - 3. North County (Orcutt/ Santa Maria).
- C. **Hours**. Hours of operation may vary by region to deliver Outreach and Targeted Overdose Prevention and Reversal services provided to meet the needs of priority populations identified.

**5. REPORTS.**

- A. CONTRACTOR shall collect and submit data on a quarterly basis to include the following:
  - 1. Number of Training Sessions (individual or group on how to use Naloxone/Narcan Kits);
  - 2. Number of people trained;
  - 3. Number of Naloxone/Narcan kits (Standard Narcan Nasal Spray box containing two 4-mg doses) distributed; and
  - 4. Number of known reversals documented.

**6. STAFFING REQUIREMENTS.**

- A. CONTRACTOR will employ direct service staff who are:
  - 1. Bilingual in COUNTY's threshold language, Spanish; and
  - 2. Trained, competent and efficient in delivering Opioid Overdose Prevention and Reversal Services.
- B. CONTRACTOR shall ensure that all direct service staff complete required training per Policy 5.008 Mandatory Trainings.

# **EXHIBIT B**

# **FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**FINANCIAL PROVISIONS – ADP**

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(Applicable to programs described in Exhibit A-2 through A-3)

(With attached Exhibit B-1 ADP, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this Agreement, CONTRACTOR will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Substance Abuse Prevention and Treatment Block Grant (SABG) funding awarded by the California Department of Health Care Services (DHCS), 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) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in the Exhibit A-2 and A-3.

**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. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 CFR Part 75), and all other applicable regulations. Violation of this provision or use of COUNTY funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

**C. Beneficiary Liability for Payment.** CONTRACTOR shall not hold beneficiaries liable for any of the following:

1. COUNTY's debts, in the event of the entity's insolvency.
2. Covered services provided to the beneficiary, for which:
  - i. The State does not pay the COUNTY.
  - ii. The COUNTY or the State does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.
3. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the COUNTY covered the services directly.

**D. Funding Sources.** The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness 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.

- E. Drug Medi-Cal Services (if applicable).** The services provided by CONTRACTOR's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be paid based on negotiated fee schedule(s) as incorporated in Section B-1 of this Agreement Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 9533(a) (2), CONTRACTOR shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 50651 et seq. CONTRACTOR shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- F. Non-Drug Medi-Cal Services.** COUNTY recognizes that some of the services provided by CONTRACTOR's Program, described in the Exhibit A(s), may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other COUNTY, State, and Federal funds only to the extent specified in Exhibit B-1 ADP and pursuant to Section I, Paragraph D (Funding Sources) of this Exhibit B-ADP. Funds for these services are included within the Maximum Contract Amount and are subject to reimbursement at the lower of actual cost, or the applicable negotiated fee.

## **II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$352,000**, inclusive of \$88,000 per fiscal year for fiscal years 2023–2027, and shall consist of COUNTY, State, and/or Federal funds as shown in Exhibit B-1-ADP. 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. PROVISIONAL NEGOTIATED FEE.** COUNTY agrees to reimburse CONTRACTOR at a Negotiated Fee (the "Negotiated Fee") for Drug Medi-Cal services during the term of this Agreement. Non-drug Medi-Cal services will be paid at the lower of actual cost, or the applicable negotiated fee.
- IV. FEE COLLECTION.** For non-Drug Medi-Cal services or services to patients not eligible for Drug Medi-Cal, CONTRACTOR agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on CONTRACTOR's determination of a client's ability to pay, per Exhibit B-1 ADP. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided.

All fees collected by CONTRACTOR must be separately identified for audit purposes and treated as placement fees. CONTRACTOR agrees to provide COUNTY with a copy of CONTRACTOR's Fee Collection policy. Fees shall be accounted for by CONTRACTOR and used to offset the cost of CONTRACTOR's Non-Drug Medi-Cal services. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of the services specified in this Agreement.

## **V. ACCOUNTING FOR REVENUES.**

CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Drug Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder.

**VI. REALLOCATION OF PROGRAM FUNDING.**

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 ADP between Programs or funding sources, 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 Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end settlement and will notify CONTRACTOR of any reallocation during the settlement process.

**VII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.**

**A. Internal Procedures.** CONTRACTOR shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

**B. Submission of Claims and Invoices:**

1. Submission of Claims for Drug Medi-Cal Services. Services are to be entered into the COUNTY's IT system based on timeframes prescribed in the Alcohol & Drug Program Practice Guidelines and Procedure Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to CONTRACTOR a report that addresses the following:

- i. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the negotiated fees in effect at the time of service,
- ii. States the amount owed by COUNTY, and
- iii. Includes the Agreement number.

CONTRACTOR shall review the report and indicate concurrence that the report will be the basis for CONTRACTOR's payment for the month.

In addition to claims submitted in MIS, CONTRACTOR shall submit to COUNTY at [adpfinance@sbcbswell.org](mailto:adpfinance@sbcbswell.org) a signed Drug Medi-Cal Claim Submission Certification form, in accordance with 42 Code of Federal Regulations (C.F.R.) Section 455.18, for each Drug Medi-Cal submission within two (2) business days of receipt of the MIS claim report.

2. Submission of Invoices for Non-Drug Medi-Cal Services. CONTRACTOR shall submit a written invoice electronically to [adpfinance@co.santa-barbara.ca.us](mailto:adpfinance@co.santa-barbara.ca.us) on a form acceptable to

or provided by COUNTY within 10 calendar days of the end of the month in which Non-Drug Medi-Cal services as described in the Exhibit A(s) are delivered and shall include:

- i. Sufficient detail and supporting documentation to enable an audit of the charges,
- ii. The amount owed by COUNTY, and
- iii. The contract number and signature of CONTRACTOR's authorized representative.

CONTRACTOR agrees that it shall be solely liable and responsible for all data and information submitted to the COUNTY and submitted by the COUNTY to the State on behalf of CONTRACTOR.

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, COUNTY shall make payment for approved claims within 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.

**C. Payment Limitations.**

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into EHR and claimed to the State and approved by the State on a monthly basis.
2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in the Exhibit A(s) (such as time-limited or services tied to the school year). Under no circumstances shall CONTRACTOR cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal 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 Agreement.

**D. Monthly Financial Statements for Non-Medi-Cal Services.** Within 15 calendar days of the end of the month in which alcohol and other drug services are delivered, CONTRACTOR shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for CONTRACTOR's Non-Drug Medi-Cal programs described in the Exhibit A(s). Financial Statements shall be submitted electronically to [adpfinance@sbcbswell.org](mailto:adpfinance@sbcbswell.org).

**E. Withholding of Payment for Non-Submission of Service Data and Other Information.** If any required EHR data, invoice or report(s) is not submitted by CONTRACTOR to COUNTY within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until COUNTY is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

**F. Withholding of Payment for Unsatisfactory Clinical Work.** Director or designee may deny payment for services when documentation of clinical work does not meet minimum State and COUNTY written standards.

**G. Claims Submission Restrictions.**

1. Billing Limit for Drug Medi-Cal Services (if applicable): Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons

under this Agreement must be received by COUNTY within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted in accordance with the provisions of Title 22 C.C.R. Section 51008.5 with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 C.C.R. Sections 51008 and 51008.5.

2. **No Payment for Services Provided Following Expiration/Termination of Agreement.** CONTRACTOR shall have no claim against COUNTY for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

**H. Claims Certification and Program Integrity.** CONTRACTOR shall certify that all UOS entered by CONTRACTOR into the County's EHR System or otherwise reported to COUNTY for any payor sources covered by this Agreement are true and accurate to the best of CONTRACTOR's knowledge.

**I. Overpayments.** If the CONTRACTOR discovers an overpayment, CONTRACTOR must notify the COUNTY in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the COUNTY. COUNTY may withhold amounts from future payments due to CONTRACTOR under this Agreement or any subsequent agreement if CONTRACTOR fails to make direct payment within the required timeframe.

#### **VIII. COST REPORT FOR NON-DRUG MEDICAL SERVICES.**

**A. Submission of Cost Report.** CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue 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 Non Medi-Cal Services. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

**B. Cost Report to be Used for Initial Settlement.** The Non-Medical Services Cost Report shall be the financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for initial settlement with CONTRACTOR as set forth in Section IX (Audit and Audit Appeals). CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.



- C. **Audited Financial Reports**: Each year of the Agreement, the CONTRACTOR shall submit to COUNTY a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by CONTRACTOR.
- E. **Single Audit Report**: If CONTRACTOR is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, CONTRACTOR shall submit a copy of such single audit to COUNTY within thirty (30) days of receipt.

**IX. AUDITS AND AUDIT APPEALS.**

- 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, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of CONTRACTOR regarding the ADP 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. In the case of a State Drug Medi-Cal audit, the State and COUNTY will perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal 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. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, COUNTY Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. 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.
- D. **Appeal**. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

**EXHIBIT B-1- ADP  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

(Applicable to programs described in Exhibit A-2 – A-3)

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

**CONTRACTOR NAME:**

Pacific Pride Foundation

**FISCAL YEAR:** 2023-2027

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Early Intervention / Secondary Prevention	Cost Reimbursement	\$88,000

**Total Contract Maximum Per Fiscal Year** **\$88,000**

Contract Maximum by Program & Estimated Funding Sources					Total
Funding Sources (1)	PROGRAM(S)				
	Early Intervention / Secondary Prevention				
SAPT Non-Medi-Cal Services	\$ 88,000				\$ 88,000
CalWORKS					\$ -
Grants					\$ -
Other County Funds					\$ -
<b>TOTAL CONTRACT PAYABLE PER FY:</b>	<b>\$ 88,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 88,000</b>
<b>TOTAL CONTRACT PAYABLE FY 23-27:</b>	<b>\$ 352,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 352,000</b>

CONTRACTOR SIGNATURE:

DocuSigned by:  
*Kristin Flickinger*  
4332F9A48ADF4C1...  
*melissa mango*  
FB27946053EC4CE...

FISCAL SERVICES SIGNATURE:

(1) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

**EXHIBIT B-2  
ENTITY BUDGET BY PROGRAM**

AGENCY NAME: Pacific Pride

COUNTY FISCAL YEAR: Annual budget for each FY from FY 23-27

**Gray Shaded cells contain formulas, do not overwrite**

LINE #	COLUMN #	1	2	3	4	5
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Overdose Prevention & Reversal (Narcan)	Outreach & Cultural Competency Training
1	Contributions		\$ 345,000	\$ -		
2	Foundations/Trusts		\$ 455,625	\$ -		
3	Miscellaneous Revenue		\$ 100,000	\$ -		
4	Behavioral Wellness Funding		\$ 88,000	\$ 88,000	\$ 61,979	\$ 26,021
5	Other Government Funding		\$ 337,000	\$ -		
6	Private Insurance			\$ -		
7	Federal Probation			\$ -		
8	Other (specify): Client Fees		\$ 90,000	\$ -		
9	Other (specify): Corporate Giving		\$ 201,000	\$ -		
10	Total Other Revenue		\$ 1,616,625	\$ 88,000	\$ 61,979	\$ 26,021
	I.B Client and Third Party Revenues:					
11	Client Fees		\$ 60,000	\$ -		
12	SSI			\$ -		
13	Other (specify): Community Presentations		\$ 5,000	\$ -		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 65,000	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 1,681,625	\$ 88,000	\$ 61,979	\$ 26,021

**EXHIBIT B-2  
ENTITY BUDGET BY PROGRAM**

III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Overdose Prevention & Reversal (Narcan)	Outreach & Cultural Competency Training
III. A. Salaries and Benefits Object Level					
16	Salaries (Complete Staffing Schedule)	733,750	\$ 46,500	\$ 32,750	\$ 13,750
17	Employee Benefits	70,441	\$ 4,464	\$ 3,144	\$ 1,320
18	Consultants	338,070	\$ -		
19	Payroll Taxes	146,750	\$ 9,300	\$ 6,550	\$ 2,750
20	Salaries and Benefits Subtotal	\$ 1,289,011	\$ 60,264	\$ 42,444	\$ 17,820
III. B Services and Supplies Object Level					
21	Equipment Depreciation and Maintenance	\$ 20,000	\$ -		
22	Medical, Dental and Laboratory Supplies		\$ -		
23	Membership Dues	2,000	\$ -		
24	Equipment Rental and Lease	57,500	\$ -		
25	Clothing and Personal Supplies		\$ -		
26	Food	11,353	\$ -		
27	Laundry Services and Supplies		\$ -		
28	Training	23,100	\$ -		
29	Telephone/Communications	9,026	\$ -		
30	Depreciation - Structures and Improvements	4,732	\$ -		
31	Insurance	20,000	\$ 1,200	\$ 845	\$ 355
32	Interest Expense		\$ -		
33	Maintenance - Structures, Improvements, and Grounds		\$ -		
34	Office Expense	83,930	\$ -		
35	Publications and Legal Notices	14,480	\$ -		
36	Rents & Leases - Land, Structure, and Improvements		\$ 8,500	\$ 5,987	\$ 2,513
37	Taxes and Licenses	1,800	\$ -		
38	Drug Screening and Other Testing		\$ -		
39	Utilities	10,440	\$ 1,200	\$ 845	\$ 355
40	Pharmaceutical		\$ -		
41	Professional and Special Services		\$ -		
42	Transportation	12,105	\$ 999	\$ 704	\$ 295
43	Travel	19,348	\$ 4,398	\$ 3,098	\$ 1,300
44	Gas, Oil, & Maintenance - Vehicles		\$ -		
45	Rents & Leases - Vehicles	58,332	\$ -		
46	Depreciation - Vehicles		\$ -		
47	Other / Miscellaneous / Supplies	44,468	\$ 2,637	\$ 1,857	\$ 780
48	Services and Supplies Subtotal	\$ 392,614	\$ 18,934	\$ 13,336	\$ 5,598
49	III. C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -		
50			\$ -		
51	SUBTOTAL DIRECT COSTS	\$ 1,681,625	\$ 79,198	\$ 55,780	\$ 23,418
52	IV. INDIRECT COSTS				
53	Administrative Indirect Costs (Reimbursement limited to 10%)		\$ 8,802	\$ 6,199	\$ 2,603
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 1,681,625	\$ 88,000	\$ 61,979	\$ 26,021

\*\*Contribution solely cover cost in excess of Contract Maximum or cost not reimbursable under this Agreement

**EXHIBIT B-3  
FEDERAL AWARD IDENTIFICATION TABLES**

This Agreement is a subrecipient agreement. CONTRACTOR is a subrecipient of SABG funds through this Agreement, and this Agreement is a subaward of SABG funds.

Table 1: FEDERAL AWARD INFORMATION: COUNTY. The following Federal Award Information is provided in accordance with 2 C.F.R. § 200.332.

Federal Award Identification Table		
1	Subrecipient Name	Pacific Pride Foundation
2	Subrecipient Unique Entity Number (DUNS Number)	189239940
3	Federal Award ID	1808T1085794-01
4	FAIN	808T1085794
5	Federal Award Date	2/15/2023
6	Subaward Period of Performance - Start Date and End Date	07/01/2023-06/30/2024
7	Subaward Budget Period - Start Date and End Date	07/01/2023-06/30/2024
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$88,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$88,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$88,000.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with <b>Performance Agreement Number 21-10112</b> between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, 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.

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

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**EXHIBIT C**

**Indemnification and Insurance Requirements**

**(For contracts involving the care/supervision of children, seniors or vulnerable persons)**

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(For Professional Contracts version 2022 03 02)

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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 D**  
**CERTIFICATION REGARDING  
LOBBYING**

**Attachment 1  
State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

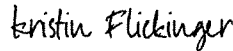
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pacific Pride Foundation  
\_\_\_\_\_  
Name of Contractor

Kristin Flickinger  
\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract / Grant Number

DocuSigned by:  
  
\_\_\_\_\_  
4332F9A48ADF4C1...  
Signature of Person Signing for Contractor

6/14/2023  
\_\_\_\_\_  
Date

Executive Director  
\_\_\_\_\_  
Title

After execution by or on behalf of CONTRACTOR, please return to:

Santa Barbara County Department of Behavioral Wellness  
Contracts Division  
Attn: Contracts Manager  
429 N. San Antonio Rd.  
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

Approved by OMB  
0348-0046

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. contract</li> <li><input type="checkbox"/> b. grant</li> <li><input type="checkbox"/> c. cooperative agreement</li> <li><input type="checkbox"/> d. loan</li> <li><input type="checkbox"/> e. loan guarantee</li> <li><input type="checkbox"/> f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. bid/offer/application</li> <li><input type="checkbox"/> b. initial award</li> <li><input type="checkbox"/> c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. initial filing</li> <li><input type="checkbox"/> b. material change</li> </ul> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District If known:</p>
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (a) Enter the full names of the Individual(s) performing services, and include full address if different from 10.
  - (b) Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# **EXHIBIT E**

## **PROGRAM GOALS, OUTCOMES AND MEASURES**

**EXHIBIT E**  
**PROGRAM GOALS, OUTCOMES AND MEASURES**

<b>Outreach &amp; Targeted Cultural Competency Trainings</b>		
<b>Program Goal</b>	<b>Outcome</b>	<b>Measure</b>
<p>1. Increase outreach to the Community/CBO around LGBTQ+ cultural competence, and harm reduction for a more knowledgeable and sensitive community.</p>	<p>1. Train 50 people around LGBTQ+ cultural competency through 2 yearly 2-hour training sessions for County Staff, Community partner agencies/CBOs.</p> <p>2. Provide 20 1-hour trainings for Community partner agencies/CBOs around LGBTQ+ cultural competency.</p> <p>3. Increased average of knowledge:</p> <ul style="list-style-type: none"> <li>a. Sexual Orientation and Gender Identity (SO/GI)</li> <li>b. Welcoming Practices</li> </ul>	<p>1. Number of 2-hour training sessions</p> <p>2. Number of people trained</p> <p>3. Pre-/Post-test knowledge increase</p>

<b>Opioid Overdose Prevention and Reversal Program</b>		
<b>Program Goal</b>	<b>Outcome</b>	<b>Measure</b>
1. Increase access and use of Naloxone/Narcan for people who have a high risk of overdosing to decrease the number of deaths by opioid overdose.	1. Provide 12 – 1-hour training sessions yearly on how to use Naloxone/Narcan kits 2. Distribute a minimum of 1200 kits (Standard Narcan Nasal Spray box containing two 4-mg doses) yearly 3. Document known reversals	1. Number of 1-hour group training sessions on how to use Naloxone/Narcan kits 2. Number of people trained 3. Number of Naloxone/Narcan kits distributed 4. Number of known reversals documented

\*CalOMS 1, 2 &3

Changes to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by the Contractor and the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.



## SECOND AMENDMENT

### TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS SECOND AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC #21-000** (hereafter Second Amendment), is made by and between the **County of Santa Barbara** (County or Department) and **Pacific Pride Foundation** (Contractor), for the continued provision of services specified herein.

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

**WHEREAS**, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with Pacific Pride Foundation on May 18, 2021 (hereafter Agreement) (BC 21-000) for the provision of county-wide Alcohol and Drug Outreach, Harm Reduction, and Overdose Prevention Services and Human Immunodeficiency Virus (HIV) Early Intervention Services for a total maximum contract amount not to exceed **\$431,037**, inclusive of \$143,679 per fiscal year, for the period of July 1, 2021 through June 30, 2024;

**WHEREAS**, on May 3, 2022, the County Board of Supervisors approved the First Amendment to the Agreement (hereafter First Amendment) to update the Standard Terms and Conditions and add a FY 21-22 Federal Award Table with no change to the total maximum contract amount of \$431,037, inclusive of \$143,679 per fiscal year, for the period of July 1, 2021 through June 30, 2024; and

**WHEREAS**, this **Second Amendment** adds FY 22-23 Federal Award Identification Table with no change to the total maximum contract amount of **\$431,037**, inclusive of \$143,679 per fiscal year, for the period of July 1, 2021 through June 30, 2024.

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

- I. **Add FY 22-23 Federal Award Identification Table to Exhibit A-1, Statement of Work: ADP, General Provisions, Section 20, Federal Award Identification as follows:**

**(Please see Federal Award Identification Table on next page)**

## FEDERAL AWARD IDENTIFICATION TABLE

### II. FY 22-23.

FY22-23 Federal Award Identification Table		
1	Subrecipient Name	Pacific Pride Foundation Inc.
2	Subrecipient Unique Entity Number (DUNS Number)	189239940
3	Federal Award ID	1B08TI084632-01
4	FAIN	B08TI084632
5	Federal Award Date	2/10/2022
6	Subaward Period of Performance - Start Date and End Date	07/01/2022-06/30/2023
7	Subaward Budget Period - Start Date and End Date	07/01/2022-06/30/2023
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$143,679.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$143,679.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$143,679.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, 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

- II. Effectiveness.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amendment. The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.
- III. Execution of Counterparts.** This Second Amendment 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.

THIS SECTION INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS


**SIGNATURE PAGE**

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Pacific Pride Foundation**.

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

**COUNTY OF SANTA BARBARA:**

By:

  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Date:

6-27-23

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

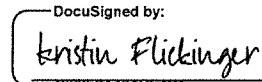
By:   
Deputy Clerk

Date: 6-27-23

**CONTRACTOR:**

**Pacific Pride Foundation**

By:

DocuSigned by:  
  
4332F9A48AD74C1  
Authorized Representative  
Kristin Flickinger

Name:

Executive Director

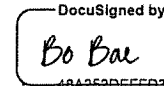
Title:

Date:

6/14/2023

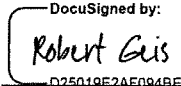
**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:   
48A252DEFFD3466...  
Deputy County Counsel

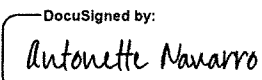
**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
D25019E2AF094BE...  
Deputy

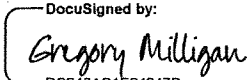
**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT, DIRECTOR  
DEPARTMENT OF BEHAVIORAL WELLNESS

By:   
2995C5A16FE1474...  
Director

**AS TO INSURANCE FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By:   
DC240AC1E64247D...  
Risk Manager