

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

SANTA BARBARA COUNTY EDUCATION OFFICE

FOR

MENTAL HEALTH SERVICES

TABLE OF CONTENTS

I. STANDARD TERMS AND CONDITIONS	3
II. SIGNATURE PAGE	13
III. EXHIBIT A - STATEMENT OF WORK	
<i>EXHIBIT A-1 Statement of Work: MHSOAC Mental Health Student Services Act (MHSSA).....</i>	<i>15</i>
IV. EXHIBIT B - FINANCIAL PROVISIONS	
<i>EXHIBIT B Financial Provisions.....</i>	<i>30</i>
<i>EXHIBIT B-1 Schedule of Rates and Contract Maximum</i>	<i>34</i>
<i>EXHIBIT B-2 Entity Budget By Program.....</i>	<i>35</i>
V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS.....	36
VII. EXHIBIT D – DOES NOT APPLY TO AGREEMENT	
VIII. EXHIBIT E – MHSSA PROGRAM GOALS, OUTCOMES, AND MEASURES.....	40
IX. EXHIBIT BAA – HIPAA BUSINESS ASSOCIATE AGREEMENT.....	43
X. EXHIBIT F ADDENDUM – MHSSA GRANT AGREEMENT No. 19MHSOAC082 AND AMENDMENTS 19MHSOAC082.A1 AND 19MHSOAC082.A2	52

STANDARD TERMS
AND CONDITIONS

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

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

1. DESIGNATED REPRESENTATIVE.

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

2. NOTICES.

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

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

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

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

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on **January 1, 2023** and end performance upon completion, but no later than **December 31, 2025** 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 HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos,

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

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

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

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

- B.** If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.
- C.** Contractor shall also comply with the audit provisions set forth in Exhibit A-1 and Exhibit F Addendum MHSOAC Grant Agreement to this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – 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 to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

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

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

2. **For Nonappropriation of Funds.**

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

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

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

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

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

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

20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

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

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to

County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT.

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

26. SUCCESSORS AND ASSIGNS.

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

27. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Public Health 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, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION.

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

29. EXECUTION OF COUNTERPARTS.

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

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(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.

31. SURVIVAL.

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

32. PRECEDENCE.

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

33. COMPLIANCE WITH PRIVACY LAWS.

Contractor is expected to adhere to the healthcare privacy laws specified in Exhibit A-1, Section 7.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.

34. COURT APPEARANCES.

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

35. BUSINESS ASSOCIATE.

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

36. PRIOR AGREEMENTS.

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

THIS SECTION LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA:

By: [Signature]
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date: 12-13-22

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: [Signature]
Deputy Clerk
Date: 12-13-22

CONTRACTOR:

SANTA BARBARA COUNTY EDUCATION OFFICE

By: [Signature]
Authorized Representative
Name: Bridget Baublits
Title: Assistant Superintendent, Educational ser
Date: 12/1/2022

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 INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: [Signature]
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

MHSA Services:

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

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximums

EXHIBIT B-2 Entity Budget By Program

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – DOES NOT APPLY TO AGREEMENT

EXHIBIT E – MHSSA PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT BAA – BUSINESS ASSOCIATE AGREEMENT

EXHIBIT F ADDENDUM MHSOAC GRANT AGREEMENT

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

EXHIBIT A-1

STATEMENT OF WORK: MHSOAC

MENTAL HEALTH STUDENT SERVICES ACT (MHSSA)

- 1. PROGRAM SUMMARY.** The Program (i.e., hereafter Program or MHSSA Program), funded through the Mental Health Student Services Act (MHSSA) Grant (#19MHSOAC082, #19MHSOAC082 A.1, and #19MHSOAC082 A.2), distributed by Mental Health Services Oversight and Accountability Commission (MHSOAC) to County of Santa Barbara Department of Behavioral Wellness (County or Behavioral Wellness), shall maintain the partnership between Behavioral Wellness and Santa Barbara County Education Office (Contractor or SBCEO) to enhance school-based mental health awareness and suicide prevention programs, expand access to mental health services for children and youth, including school-based mental health services, and facilitate linkages to ongoing and sustained services.

Contractor and Behavioral Wellness will develop a formal policies and procedures to coordinate fiscal matters.

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

2. PROGRAM GOALS.

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

- 3. SERVICES.** The Program shall provide an appropriate combination of services and community resources to meet the needs and preferences of each participating school district and conduct community outreach throughout Santa Barbara County. Participating schools and/or school districts will be identified through the administration of a School Mental Health Assessment and self-selecting to opt-in to programming. County and SBCEO will enter into a Memorandum of Understanding (MOU) with each participating school and/or school district that outlines MHSSA program services to be delivered at their location(s). A template for the MOUs was approved by the County Board of Supervisors on June 28, 2022.

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

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

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

2. **Health Navigator Supervisor** (0.25 FTE) duties include:

- i. Tend to administrative duties from SBCEO’s organization and California School Employees Association (CSEA) union including, but not limited to, processing Health Navigators’ time cards and time off requests, and monitoring staff overtime and MHSSA reimbursements and mileage.

- ii. Complete staff evaluations to assess Health Navigators' performance as an SBCEO employee.
 - iii. Conduct 1:1 meetings with Health Navigators to gather and provide feedback, and identify opportunities for support and improvement of staff performance in coordination with the MHSSA Program Manager.
 - iv. Facilitate general staff development, and maintain close communication with MHSSA Program Manager to support staff and program goals.
 - v. Coordinate hiring of MHSSA Health Navigators including interviewing, coordination with SBCEO Human Resources, and checking references in collaboration with the MHSSA Program Manager.
 - vi. Lead on-boarding process for new SBCEO Health Navigators.
 - vii. Assist with equipment and supplies issues, and provide additional support as needed.
- B. Behavioral Wellness will provide grant funded Clinicians, a Project Manager, and a Research Evaluator. These roles will consist of:
- 1. **Clinicians** (3.0 FTE) duties will include:
 - i. Become familiar with assigned school site administrators, teachers and support staff.
 - ii. Conduct mental health bio-psychosocial assessments and determine appropriate level of care.
 - iii. Conduct support groups based on school need.
 - iv. Provide crisis intervention support to students.
 - v. Support student re-entry post crisis intervention.
 - vi. Coordinate referrals and warm hand-offs to appropriate providers within the system.
 - vii. Coordinate mental health services and referrals with Health Advocates/Navigators and student's caregivers.
 - viii. Assist Navigators with duties and accessing necessary services.
 - ix. Support integration of PBIS/MTSS with mental health services.
 - x. Communicate MHSSA program components and how to access services to students, parents and/or caregivers, administrators, school personnel and staff, community members and stakeholders.
 - 2. **Project Manager** (1.0 FTE) will oversee the operational duties of the grant and partnership and support the MHSSA program staff, SBCEO and Behavioral Wellness. Project Manager duties will include:
 - i. Program oversight including project management, contract monitoring, fiscal monitoring, grant reporting, policy development and monitoring;
 - ii. Manage and support of staff including daily tasks, professional development, assignments in county-wide schools, and staff coordination with all grant partners;
 - iii. Assist school staff with coordination of mental health awareness activities and prevention awareness in participating school districts and within community;

- iv. Establish insurance and Medi-Cal billing along with monitoring controls and effectiveness of Program outcomes;
- v. Community outreach and presentations;
- vi. Facilitate community meetings with community stakeholders including overseeing Partnership community activities;
- vii. Coordinate with Research & Evaluation for completion of grant progress reports for MHSOAC, the Partnership Group, Behavioral Wellness and other stakeholders as needed;
- viii. Deployment of trainings to staff and community;
- ix. Conduct a community and school mental health and substance use inventory and provide a map of school resources;
- x. Collaborate with schools and districts on the integration of PBIS/MTSS and mental health;
- xi. Ensure multi-modal access to services;
- xii. Outreach to public and private funding sources and insurance providers;
- xiii. Outreach to juvenile justice resources;
- xiv. Research and implement peer counseling training programs; and
- xv. Communicate County requests and MHSOAC Grantor requirements, which will be followed by Health Advocates/Navigators.

3. **Research Evaluator** (.25 FTE) duties include:

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

4. **EVALUATION.** Behavioral Wellness shall employ staff (Research Evaluator) to coordinate and administer data collection and reporting required by MHSOAC Agreement #19MHSOAC082, #19MHSOAC082 A.1, and #19MHSOAC082 A.2, as may be further amended. Behavioral Wellness and SBCEO will develop and maintain methods for sharing data. SBCEO shall allow access to the MHSOAC Commission to all data required by the MHSOAC Commission in accordance with privacy laws. For data to which SBCEO does not have access, MOUs will need to be developed between Behavioral Wellness and participating school districts to obtain data required by the MHSOAC.

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

	Required Before Field Work	Annual Training	Health Advocate/ Navigator	Clinician	Project Manager
Behavioral Wellness Training					
HIPAA and Behavioral Health	X	X		X	X
Emergency Response and Emergency Alert Codes Training				X	X
Infection Control: The Basics				X	X
Behavioral Wellness Injury and Illness Prevention Program				X	X
MHSSA Overview				X	X
Code of Conduct		X		X	X
Cultural Competence		X		X	X
Consumer Culture		X		X	X
New Clinical Staff also need					
Clinician's Gateway	X			X	
Documentation Training Online (Vertical Change)	X		X	X	X
Annual Assessment and Treatment Planning	X			X	
SBCEO Employee Training / Requirements					
Mandated Reporter Training online	X	X	X		
Sexual Harassment Training online	X	X	X		
Tuberculosis Clearance	X		X	X	X
Fingerprint Clearance	X		X	X	X
COVID-19 Wellness Affirmation	X		X	X	X
Basic COVID-19 policies including physical distancing, cohorting, face coverings, washing hands, etc.	X		X	X	X
COVID-19 Testing Attestation as needed	X		X	X	X
Additional Training as Needed*					
Mental Health First Aid			X		**
HIPAA v Family Educational Rights and Privacy Act (FERPA)			X	X	X
Resource Directories	X		X	X	X

Positive Behavioral Interventions and Supports (PBIS) / Multi-Tiered System of Support (MTSS) Overview			X	X	X

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

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

6. REPORTS.

A. SBCEO Support of County Reporting Requirements.

1. SBCEO acknowledges and understands that Behavioral Wellness has reporting obligations per MHSOAC Agreement #19MHSOAC082, #19MHSOAC082 A.1, and #19MHSOAC082 A.2, as may be further amended.
2. In order that Behavioral Wellness may comply with its reporting obligations, SBCEO shall provide Behavioral Wellness with data, as available, or other support, as specified below and as otherwise may be requested by Behavioral Wellness based on MHSOAC Commission-requested requirements.
3. **Staffing Reports.** SBCEO shall submit quarterly staffing reports to County. These staffing reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names; bilingual and bicultural capabilities; budgeted monthly salary; actual salary; staffing status and Duty Statements for any newly filled positions, if applicable; and hire and/or termination date. The staffing reports shall be received by County no later than ten (10) calendar days following the end of the quarter being reported.
4. **Monthly Reports** will be submitted by Behavioral Wellness with support from SBCEO as needed. SBCEO shall provide Behavioral Wellness with data or other support upon request so Behavioral Wellness may participate in monthly check-in meetings with MHSOAC Commission staff to provide status updates on reporting requirements, hiring, spending, schedule, and other relevant issues. Reporting as required by the MHSOAC Commission including but not limited to:
 - i. The types of services being provided, if new staff have been hired, SBCEO will provide Behavioral Wellness with staff names and Duty Statement
 - ii. Any barriers encountered and if so, what are they, and how are they being addressed.
 - iii. At least one success that demonstrates the effectiveness of program.
 - iv. The entities that have been involved in regular partnership meetings.
5. **Quarterly Reporting.** SBCEO shall provide Behavioral Wellness with data, as available, or other support no later than 5 days following request so Behavioral Wellness may submit the following reports containing the following information to the MHSOAC Commission:

- i. Hiring Report
 - a. The Hiring Report shall include the following:
 - b. List each type of personnel hired by the county and/or hired as a contractor (e.g., peers, social workers, nurses, clinicians, mental health workers, etc.). Identify which staff are county staff and which are contract.
 - c. List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified. If an address is not possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description).
 - ii. Evaluation Data
 - a. Behavioral Wellness shall provide to the Commission data based on the specifications and timelines defined by the Commission.
 - iii. Expenditure Information
 - a. Behavioral Wellness shall report all Grant expenditure information in the Annual Fiscal Report within 15 days of the end of the grant year. Grantee shall remit to the Commission all unexpended grant funds at the end of the contract term.
6. **Annual Mandatory Training Report.** SBCEO shall submit evidence of completion of the Mandatory Trainings identified in Section 5 (Training) on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.
7. **Additional Reports.** SBCEO shall maintain records and make statistical reports as required by County and the Mental Health Services Oversight and Accountability Commission or other applicable agency, on forms provided by the requesting agency. In addition to reports required under this Agreement, upon County's request, SBCEO shall make additional reports as required by County concerning SBCEO activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for SBCEO to respond.

7. CONFIDENTIALITY.

- A. SBCEO agrees to maintain, and agrees to require its employees, agents, or subcontractors to maintain, the confidentiality of client records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with Privacy Laws section of this Agreement as applicable. Client records must comply with all appropriate State and Federal requirements.

- B. SBCEO shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. SBCEO shall make itself and any subcontractors, employees or agents assisting SBCEO in the performance of its obligations under this Agreement, available to County or the MHSOAC Commission at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, the MHSOAC Commission, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, or state privacy laws, which involves inactions or actions by SBCEO, except where SBCEO or its subcontractor, employee or agent is a named adverse party.

8. CULTURAL COMPETENCE.

- A. At all times, the SBCEO shall staff personnel who can communicate in the client preferred language, or SBCEO shall provide interpretation services in the County's identified threshold language (Spanish).
- B. SBCEO will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. SBCEO percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.
- C. SBCEO shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- D. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in section 8.A above.
- F. SBCEO shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- G. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County including, but not limited to: foster and homeless youth, youth who identify as lesbian, gay, bisexual, transgender, queer, or plus and youth who have been suspended or expelled from school.
- H. SBCEO shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and

2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

9. NOTIFICATION REQUIREMENTS

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

10. COLLABORATIVE MEETINGS

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least quarterly, and more frequently, if needed, with SBCEO Health Advocates/Navigators, Behavioral Wellness Clinicians, Research Evaluator, and Project Manager to collaboratively discuss Programmatic, Fiscal, and Contract matters.

11. PERFORMANCE

- A. SBCEO shall adhere to all applicable County, State, and Federal laws in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below as applicable. SBCEO shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. SBCEO's performance shall be governed by and construed in accordance with, the following:
 1. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
 2. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
 3. California's Mental Health Services Act;
 4. California's Mental Health Student Services Act;
 5. California Code of Regulations Title 9, Division 1; and

6. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

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

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

13. MONITORING

- A. If SBCEO identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, SBCEO shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B. County shall suspend payments to SBCEO when it or the State determines there is a credible allegation of fraud. SBCEO shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. If SBCEO identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, SBCEO shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. SBCEO shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.
- D. County shall monitor the performance of SBCEO on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with SBCEO's staff regarding quality of services, fiscal and overall performance activity. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of SBCEO's documentation.

- E. SBCEO shall allow County, the MHSOAC Commission, and other authorized federal and state agencies, or their duly authorized designees, to evaluate SBCEO's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event SBCEO has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. If monitoring activities identify areas of non-compliance, SBCEO will be provided with recommendations and a corrective action plan. SBCEO shall be liable to County for any penalties assessed against County for SBCEO's failure to comply with the required corrective action.

14. STATE CONTRACT COMPLIANCE. Mental Health Services Oversight and Accountability Commission (MHSOAC) Agreement #19MHSOAC082, #19MHSOAC082 A.1, and #19MHSOAC082 A.2, and any further amendments thereto, all exhibits or attachments thereto including, but not limited to, Santa Barbara County's grant applications for MHSOAC's Request for Applications, MHSSA_001 Addendum 2 and Request for Applications, MHSSA_003 Addendum 2, are incorporated by reference and made part of this Agreement as if fully set forth herein.

- A. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- B. NON-DISCRIMINATION CLAUSE: During the performance of this Contract, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government

Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

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

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

D. PUBLICATIONS AND REPORTS

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

E. CONFIDENTIALITY OF DATA AND DOCUMENTS

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

confidentiality of data and nondisclosure.

- F.** In the event of conflict between the provisions contained in this Agreement and the provisions contained in MHSOAC Agreement #19MHSOAC082, #19MHSOAC082 A.1, and #19MHSOAC082 A.2, and any further amendments thereto, including all exhibits and attachments attached to each agreement, the matter shall be promptly submitted to bwellcontractsstaff@sbcswell.org who shall promptly make a determination in writing. Any adjustment by SBCEO without such a determination shall be at its own risk and expense.

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

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-1)
(With attached Exhibit B-1 Schedule of Rates and Contract Maximum and
Exhibit B-2 Entity Budget By Program)

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II (Maximum Contract Amount) below and Exhibit B-1. For MHSSA and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§14705-14711, as applicable, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1 based on satisfactory performance of the mental health services described in Exhibit A-1.
- B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A-1 to this Agreement. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A-1 shall constitute a material breach of this Agreement. Contractor, including its officers and members, shall not use funds received from the MHSOAC pursuant to this contract to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.

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

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$1,593,532** and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 and Exhibit B-2 and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

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

financecbo@sbcbswell.org
Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110-1316

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

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

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

IV. OPERATING BUDGET

A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues. The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Administration costs are limited to 15% of direct costs.

V. COST REPORT.

A. Submission of Cost Report. Contractor shall provide County with an accurate and complete Annual Cost Report (original cost report) with a statement of expenses and

revenue and other supporting schedules for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Behavioral Wellness Director or designee upon reasonable notice. A final (reconciled) cost report is also due approximately 1 to 2 years after submission of the original cost report. The specific deadline for the final cost report is determined by the State. Contractor shall submit a final (reconciled) cost report within three weeks of the County's formal request.

- B. Cost Report to be Used for Settlement.** The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement with Contractor.
- C. Penalties.** Failure of Contractor to submit accurate and complete Annual Cost Report(s) within 45 days after the due date set in Section V.A (Submission of Cost Report) above or the expiration or termination date of this Agreement shall result in:
- a. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) are not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46th) day after the deadline or the expiration or termination date of this Agreement. The late fee will be invoiced separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.
 - b. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section V.A (Submission of Cost Report) or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) are outstanding shall be repaid by Contractor to County within 90 days. Further, County may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
 - c. In addition, County may withhold payments of additional funds owed to Contractor until the cost report that is due has been submitted if Contractor does not submit the cost report by the reporting deadline.

VI. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements.** Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MHS Section V (Cost Report), at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable

State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this Agreement. Settlement for services shall be adjusted to the Contractor's actual costs.

- B. Issuance of Findings.** County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.
- C. Payment.** In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the Behavioral Wellness Director or designee.

VII. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDI-CAL FINAL SETTLEMENT.

- A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.
- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. If the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM

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

CONTRACTOR NAME:

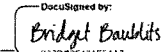
SANTA BARBARA COUNTY OFFICE OF EDUCATION


CONTRACT 1/1/23 -
TERM: 12/31/25

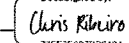
Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Non - Medi-Cal Billable Services	Outreach Services	45	Mental Health Promotion	N/A	10	Actual Cost

	PROGRAM					TOTAL
	Mental Health Educators					
GROSS COST:	\$ 1,593,532					\$1,593,532
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST): Government funding						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -		\$0
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,593,532	\$ -	\$ -	\$ -	\$ -	\$ 1,593,532

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)						\$ -
NON-MEDI-CAL	\$ 1,593,532					\$ 1,593,532
SUBSIDY						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 1,593,532	\$ -	\$ -	\$ -	\$ -	\$ 1,593,532

CONTRACTOR SIGNATURE:  _____
DocuSigned by:
037DC35481F54A7

STAFF ANALYST SIGNATURE:  _____
DocuSigned by:
DE08B5C6271E4F5

FISCAL SERVICES SIGNATURE:  _____
DocuSigned by:
73FF3F627B80404

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

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

AGENCY NAME: SANTA BARBARA COUNTY EDUCATION OFFICE

CONTRACT TERM 1/1/23 - 12/31/25

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	2
		I. REVENUE SOURCES:	COUNTY PROGRAMS TOTALS	MHSSA
1		Behavioral Wellness Funding	\$ 1,613,532	\$ 1,613,532
2			\$ -	
3		GROSS PROGRAM REVENUE BUDGET	1,613,532	1,613,532
		III. DIRECT COSTS	COUNTY PROGRAMS TOTALS	MHSSA
		III.A. Salaries and Benefits Object Level		
4		Salaries (Complete Staffing Schedule)	\$ 1,415,400	\$ 1,415,400
5		Employee Benefits & Taxes	\$ -	\$ -
6		Salaries and Benefits Subtotal	\$ 1,415,400	\$ 1,415,400
		III.B Services and Supplies Object Level		
7		Building Rent	\$ 36,000	\$ 36,000
8		Training (EBP)	\$ 15,000	\$ 15,000
9		Utilities	\$ 9,000	\$ 9,000
21		Cell Phones	\$ 9,900	\$ 9,900
22		Transportation	\$ 9,000	\$ 9,000
23		Supplies	\$ 6,000	\$ 6,000
10		Services and Supplies Subtotal	\$ 84,900	\$ 84,900
11		SUBTOTAL DIRECT COSTS	\$ 1,500,300	\$ 1,500,300
		IV. INDIRECT COSTS		
12		Administrative Indirect Costs (Reimbursement limited to 8%)	\$ 113,232	\$ 113,232
13		GROSS DIRECT AND INDIRECT COSTS	\$ 1,613,532	\$ 1,613,532

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

(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.

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 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 E

MHSSA PROGRAM GOALS, OUTCOMES AND MEASURES

EXHIBIT E

MHSSA PROGRAM GOALS, OUTCOMES AND MEASURES

A. MHSSA Program Objectives and Outcomes

1. Objectives
 - i. Increase student and family awareness of and access to prevention, early intervention and crisis response mental health programs and services.
 - ii. Provide educational opportunities to increase awareness of youth mental health and wellness needs and reduce stigma and discrimination.
 - iii. Increase collaboration and communication between Behavioral Wellness and Santa Barbara County Education Office.
 - iv. Increase collaboration opportunities with public and privately funded mental health providers.
 - v. Identify collaboration and funding opportunities to support, expand and sustain mental health programming in schools.
2. Outcomes
 - i. Reduce the need for crisis response and hospitalizations.
 - ii. Reduce stigma and discrimination.
 - iii. Increase youth, families and school staff ability to support youth mental health and wellness.
 - iv. Increase access to prevention and early intervention support systems.
 - v. Increase resiliency and coping skills.

B. Evaluation

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

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

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

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

EXHIBIT BAA

**HIPAA BUSINESS ASSOCIATE
AGREEMENT (BAA)**

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

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

RECITALS

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

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

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

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

1. Definitions.

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

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

2. Obligations of Business Associate.

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

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

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

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

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

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

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

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

3. **Termination.**

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

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

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

4. Indemnification.

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

5. Disclaimer.

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

6. Certification.

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

7. Amendment to Comply with Law.

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

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

8. Assistance in Litigation of Administrative Proceedings.

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

9. No Third-Party Beneficiaries.

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

10. Effect on Agreement.

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

11. Entire Agreement of the Parties.

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

12. Interpretation.

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

EXHIBIT F ADDENDUM
MHSSA GRANT
AGREEMENT
No. 19MHISOAC082
AND AMENDMENTS
19MHISOAC082.A1 AND
19MHISOAC082.A2

**MHSSA GRANT
AGREEMENT
No. 19MHSSOAC082**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

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

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

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Santa Barbara County Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

October 1, 2020

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement is:

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

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

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

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

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

CONTRACTOR

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

Santa Barbara County Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

315 Camino Del Remedio

CITY

Santa Barbara

STATE

CA

ZIP

93110

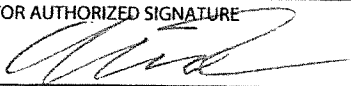
PRINTED NAME OF PERSON SIGNING

Alice Gleghorn, PhD

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/17/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
19MHSOAC082

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Mental Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1325 J Street, Suite 1700

CITY

Sacramento

STATE

CA

ZIP

95624

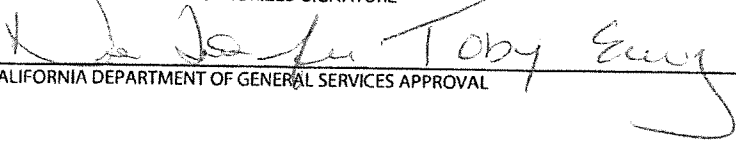
PRINTED NAME OF PERSON SIGNING

Toby Ewing

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

9/28/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 5897(f)

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

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

EXHIBIT A SCOPE OF WORK

1. Abstract/Summary

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

2. Detailed Scope of Work

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

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

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

3. Contacts

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

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

Direct all administrative inquiries to:

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

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

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

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

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

Grantee to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.

- D. The Commission may withhold funds from Grantee if the Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is presented and accepted by the Commission.

5. Allowable Costs (See RFA, Section V.E.)

- A. Grant funds must be used as proposed in the Grantee's Application and approved by the Commission as follows:

1) Allowable costs include:

- a) Personnel and/or peer support
- b) At least 90 percent of the personnel costs must be for personnel who are dedicated to delivering services.
- c) The amount budgeted for administration costs shall not exceed 15 percent of the total budget grant amount, annually, and includes any administrative costs associated with contracted personnel.
- d) Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
- e) Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
 - i. Services provided on school campuses
 - ii. Suicide prevention services
 - iii. Drop-out prevention services
 - iv. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
 - v. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
- f) Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MH5OAC082
Exhibit A Scope of Work

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

6. Evaluation (See RFA, Section VIII.)

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

7. Reporting (See RFA, Section IX.)

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

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

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

- 2) **Evaluation Data**
Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission.
 - 3) **Expenditure Information**
Grantee shall report all Grant expenditure information in the Annual Fiscal Report within 30 days of the end of the grant year. Grantee shall remit to the Commission all unexpended grant funds at the end of the contract term.
8. **Program Communications** (See RFA, Section VII.E.v.)
Grantee shall increase awareness of and access and linkage to mental health services for students and their families and provide related information on the partnership website(s).
9. **Amendments**
This Agreement may be amended upon mutual consent of the parties. All amendments must be in writing and fully executed by authorized representatives of each party.

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit B Budget Detail and Payment Provisions

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) To expedite the processing of the Grant Award Claim Form submitted to the Commission for fund distribution, Grantee shall submit one original and two copies of each Grant Award Claim Form to the Commission Grant Manager at the following address:

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

2. Budget Contingency Clause

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

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit B Budget Detail and Payment Provisions

d) In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed \$4,000,000.00. Payment shall be made in accordance with the payment schedule below. The funds used for this Agreement may be used without regard to fiscal year.

4. Payment Schedule

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

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit C, General Terms and Conditions
Page 1 of 5

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit C, General Terms and Conditions
Page 2 of 5

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

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

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

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

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit C, General Terms and Conditions
Page 3 of 5

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

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

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

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

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

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

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

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

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit C, General Terms and Conditions
Page 4 of 5

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit C, General Terms and Conditions
Page 5 of 5

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

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

Page 1 of 9

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS

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

2. PUBLICATIONS AND REPORTS

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

3. PROGRESS REPORTS

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

4. PRESENTATION

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

Page 2 of 9

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

LEGAL NOTICE

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

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

Page 3 of 9

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

7. PROVISIONS RELATING TO DATA

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

Page 4 of 9

8. APPROVAL OF PRODUCT

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

9. SUBSTITUTIONS

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

10. NOTICE

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

11. WAIVER

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

12. GRATUITIES AND CONTINGENCY FEES

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

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

Page 5 of 9

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

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

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

13. WORKERS' COMPENSATION

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

14. CONTRACT IS COMPLETE

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

15. CAPTIONS

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

Page 6 of 9

16. PUBLIC HEARINGS

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

17. FORCE MAJEURE

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

18. PERMITS AND LICENSES

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

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

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

19. LITIGATION

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

Page 7 of 9

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

20. DISPUTES

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

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

Page 8 of 9

21. EVALUATION OF CONTRACTOR'S PERFORMANCE

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

22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

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

23. INSPECTION AND ENFORCEMENT

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

State of California
Mental Health Services Oversight
and Accountability Commission

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit D Special Terms and Conditions

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

24. USE OF STATE FUNDS

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

Page 9 of 9

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

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

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

**MHSSA GRANT
AGREEMENT
FIRST AMENDMENT
No. 19MHISOAC082.A1**

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit A Scope of Work
Amendment 1

**EXHIBIT A
SCOPE OF WORK**

1. Abstract/Summary

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

2. Detailed Scope of Work

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

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

SANTA BARBARA COUNTY
 DEPARTMENT OF BEHAVIORAL WELLNESS
 Agreement #19MHSOAC082
 Exhibit A Scope of Work
Amendment 1

3. Contacts

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

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: Santa Barbara County Department of Behavioral Wellness
Name/Title: Cheryl Ward Health Program Specialist I	Name/Title: Alice Gleghorn <u>Pam Fisher, PhD PsyD</u> <u>Acting</u> Director
Phone: (916) 327-1944 <u>445-8727</u>	Phone: (805) 681-5220 <u>161</u>
Fax: (916) 445-4927	Fax: (805) 681-5262
Email: Cheryl.Ward@mhsoc.ca.gov	Email: agleghorn@sbcwell.org pfisher@sbcwell.org

Direct all administrative inquiries to:

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: Santa Barbara County Department of Behavioral Wellness
Section/Unit: Administrative Services	Section/Unit: Administration
Attention: Richard Thut <u>Chelsea Yuen, Contract Analyst</u>	Attention: Pam Fisher, PsyD <u>Deputy Acting</u> Director
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 315 Camino Del Remedio Santa Barbara, CA 93110
Phone: (916) 445-8798 <u>8696</u>	Phone: (805) 681-5161
Fax: (916) 445-4927	Fax: (805) 681-5262
Email: Richard.Thut@mhsoc.ca.gov Chelsea.Yuen@mhsoc.ca.gov	Email: pfisher@sbcwell.org

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

- A. This Agreement is for a ~~four~~ **five**-year grant cycle, with funds allocated in quarterly installments.

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit A Scope of Work
Amendment 1

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

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit A Scope of Work
Amendment 1

respond to the mental health needs of children and youth, as determined by the Commission.

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

6. Evaluation (See RFA, *Section VIII.*)

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

7. Reporting (See RFA, *Section IX.*)

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

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit A Scope of Work
Amendment 1

possible, clearly identify the area in which the access point(s) will be (i.e., provide detailed description).

2) Evaluation Data

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

3) Expenditure Information

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

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

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

9. **Amendments**

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

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit B Budget Detail and Payment Provisions
Amendment 1

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) To expedite the processing of the Grant Award Claim Form submitted to the Commission for fund distribution, Grantee shall submit one original and two copies of each Grant Award Claim Form to the Commission Grant Manager at the following address:

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

2. Budget Contingency Clause

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

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit B Budget Detail and Payment Provisions
Amendment 1

d) In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed \$4,000,000.00. Payment shall be made in accordance with the payment schedule below. ~~The funds used for this Agreement may be used without regard to fiscal year.~~

4. Payment Schedule

Grantee was approved for a grant cycle that covers ~~four~~ **five** grant years (see Attachment B-2 – Budget Worksheet for approved funding amounts **for Grant Years 1, 2, 3 and 4**), with funds allocated annually at the beginning of each grant year. Payment will be made quarterly, and the total amount of payments made in any grant year is to not exceed the amount stated **in the chart** below, **unless Grantee, with prior written approval from the Commission, moves unspent funds forward to one or more subsequent grant years.** ~~For each grant year Grantee may not exceed the total funds allocated for that grant year.~~

- a) **Grantee may move all unspent funds from Grant Year 1 forward to one or more subsequent grant years with prior written approval from the Commission.**
- b) **Grantee may move unspent funds from Grant Years 2 and 3 forward to one or more subsequent grant years with prior written approval from the Commission. The maximum amount allowed to be moved forward from Grant Years 2 and 3 is 20% of the amount listed in the chart below for the specified grant year.**

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

This grant is approved for a five-year grant cycle, with funds allocated in quarterly installments. Grant funding for Grant Year 5 is the amount of unspent grant funds available for Grant Year 5 based on the Grantee’s Grant Year 4 Annual Fiscal Report. The Grantee will provide the Commission with a Budget Worksheet which reflects the projected budget for Grant Year 5 no later than July 31, 2024. Upon receipt of the Budget Worksheet and approval by the Commission, the Grantee may spend the approved funds in Grant Year 5.

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082
Exhibit B Budget Detail and Payment Provisions
Amendment 1

The Commission may withhold quarterly payments until the Grantee has fully expended unspent funds.

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

SANTA BARBARA COUNTY
 DEPARTMENT OF BEHAVIORAL WELLNESS
 Agreement #19MHSOAC082
 Attachment B-2: Budget Worksheet

**ATTACHMENT B-2
 BUDGET WORKSHEET**

(Whole Dollars)

Applicant: County of Santa Barbara Department of Behavioral Wellness and Santa Barbara County Education Office

Hire Staff (list individual role/classification) (add rows as needed)	Hiring Month	GY 1	GY 2	GY 3	GY 4	Total All GYs
Clinicians (1.5 FTE)	1	133,620	133,620	133,620	133,620	534,480
Research evaluator (.25 FTE)	1	28,870	28,870	28,870	28,870	115,480
Project Manager (1.0 FTE)	1	113,932	113,932	113,932	113,932	455,728
						0
						0
						0
						0
						0
						0
Subtotal - Personnel Services Salaries		276,422	276,422	276,422	276,422	1,105,688
Add: Personnel Services Benefits		149,268	149,268	149,268	149,268	597,072
Total Personnel Services		425,690	425,690	425,690	425,690	1,702,760
Hire Contractors or other non-staff (If applicable, list individual role/classification) (Add rows as needed)	Hiring Month	GY 1	GY 2	GY 3	GY 4	Total All GYs
Navigators (6) thru Health Linkages	1	432,000	432,000	432,000	432,000	1,728,000
						0
						0
						0
						0
						0
						0
						0
Total Contracted Services		432,000	432,000	432,000	432,000	1,728,000
Total Personnel/Contracted Services		857,690	857,690	857,690	857,690	3,430,760
Other Costs (non-staff and non-contracted services)	Exp Month	GY 1	GY 2	GY 3	GY 4	Total All GYs
Training and professional development		5,000	5,000	5,000	5,000	20,000
Website and resource guide consultant		5,000	2,500			7,500
Stipends for teacher training		2,500	2,500	2,500	2,500	10,000
Travel and transportation		2,000	2,000	2,000	2,000	8,000
Supplies		500	500	500	500	2,000
						0
						0
						0
Total Other Costs		15,000	12,500	10,000	10,000	47,500
Total Program Costs before Administration		872,690	870,190	867,690	867,690	3,478,260

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

SANTA BARBARA COUNTY
 DEPARTMENT OF BEHAVIORAL WELLNESS
 Agreement #19MHSOAC082
 Attachment B-2: Budget Worksheet

(Whole Dollars)

Applicant: County of Santa Barbara Department of Behavioral Wellness and Santa Barbara County Education Office

Administration (includes indirect costs and overhead, limited to 15%) *	130,904	130,529	130,154	130,153	521,740
Total Proposed Program Costs	1,003,594	1,000,719	997,844	997,843	4,000,000

* Total Administration costs cannot exceed the following for the total term (4 years) of the contract:

Small population designation:	\$375,000	(\$2,500,000 grant x 15%)
Medium population designation:	\$600,000	(\$4,000,000 grant x 15%)
Large population designation:	\$900,000	(\$6,000,000 grant x 15%)

**MHSSA GRANT
AGREEMENT
SECOND AMENDMENT
No. 19MHISOAC082.A2**

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082 A.2
Exhibit A Scope of Work

EXHIBIT A
SCOPE OF WORK

1. Abstract/Summary

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

2. Detailed Scope of Work

- A. The scope of work for this Agreement is contained in the Grant Application submitted by the Grantee (Grantee's Application) in response to the Mental Health Services Oversight and Accountability Commission's (Commission) Request for Applications, MHSSA_001 Addendum 2 (hereinafter, "RFA") **and Request for Applications, MHSSA_003 Addendum 2 (hereinafter, "RFA3")** as revised by this amendment. Grantee's Application is incorporated by reference and made part of this Agreement as if attached hereto.

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

SANTA BARBARA COUNTY
 DEPARTMENT OF BEHAVIORAL WELLNESS
 Agreement #19MHSOAC082 **A.2**
 Exhibit A Scope of Work

3. Contacts

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

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: Santa Barbara County Department of Behavioral Wellness
Name/Title: Cheryl Ward Nai Saechao Health Program Specialist I	Name/Title: Alice Gleghorn, PhD Antonette "Toni" Navarro Director
Phone: (916) 445- 8727 244-1345	Phone: (805) 681-5220 5233
Fax: (916) 445- 4927 623-4687	Fax: (805) 681-5262
Email: Cheryl.Ward@mhsaac.ca.gov Nai.Saechao@mhsaac.ca.gov	Email: agleghorn@sbcwell.org anavarro@sbcwell.org

Direct all administrative inquiries to:

State Agency: Mental Health Services Oversight and Accountability Commission	Grantee: Santa Barbara County Department of Behavioral Wellness
Section/Unit: Administrative Services	Section/Unit: Administration
Attention: Chelsea Yuen, Contract Analyst	Attention: Pam Fisher, PsyD John Doyel Deputy Director
Address: 1325 J Street, Suite 1700 1812 9th Street Sacramento, CA 95814 95811	Address: 315 Camino Del Remedio Santa Barbara, CA 93110
Phone: (916) 445- 8696 500-0577	Phone: (805) 681- 5161 4907
Fax: (916) 445- 4927 623-4687	Fax: (805) 681-5262
Email: Chelsea.Yuen@mhsaac.ca.gov accounting@mhsaac.ca.gov	Email: pfisher@sbcwell.org jdoyel@sbcwell.org

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

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

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082 A.2
Exhibit A Scope of Work

Grantee to provide a status on their program including, but not limited to, reporting requirements, hiring, spending, schedule, and any other relevant issues.

- D. The Commission may withhold funds from Grantee if the Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, or modifies the scope of the program. If Grantee finds itself in this position, the Grantee shall immediately contact the Commission and provide a mitigation plan to address the contractual program deficiency. The Commission may withhold funds until an agreed upon mitigation plan is presented and accepted by the Commission.

5. Allowable Costs (See *RFA, Section V.E.*)

- A. Grant funds must be used as proposed in the Grantee's Application and approved by the Commission as follows:
- 1) Allowable costs include:
 - a) Personnel and/or peer support
 - b) At least 90 percent of the personnel costs must be for personnel who are dedicated to delivering services.
 - c) The amount budgeted for administration costs shall not exceed 15 percent of the total budget grant amount, annually, and includes any administrative costs associated with contracted personnel.
 - d) Program costs include, but are not limited to training, technology (e.g., telehealth), facilities improvements, and transportation.
 - e) Funds may also be used to facilitate linkages and access to ongoing and sustained services, including:
 - i. Services provided on school campuses
 - ii. Suicide prevention services
 - iii. Drop-out prevention services
 - iv. Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school
 - v. Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services
 - f) Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission.
 - 2) Grant funds may be used to supplement, but not supplant existing financial and resource commitments of the county, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, or educational entities that receive a grant.

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082 A.2
Exhibit A Scope of Work

- 3) Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant.

6. Evaluation (See RFA, *Section VIII.*)

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

7. Reporting (See RFA, *Section IX.*)

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

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082 A.2
Exhibit A Scope of Work

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

8. **Program Communications** (See RFA, Section VII.E.v.)
Grantee shall increase awareness of and access and linkage to mental health services for students and their families and provide related information on the partnership website(s).
9. **Amendments**
This Agreement may be amended upon mutual consent of the parties. All amendments must be in writing and fully executed by authorized representatives of each party.

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082 A.2
Exhibit B Budget Detail and Payment Provisions

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) To expedite the processing of the Grant Award Claim Form submitted to the Commission for fund distribution, Grantee shall submit one original and two copies of each Grant Award Claim Form to the Commission Grant Manager at the following address:

Mental Health Services Oversight and Accountability Commission
~~1325 J Street, Suite 1700~~ **1812 9th Street**
Sacramento, CA ~~95814~~ **95811**

2. Budget Contingency Clause

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

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

SANTA BARBARA COUNTY
 DEPARTMENT OF BEHAVIORAL WELLNESS
 Agreement #19MHSOAC082 **A.2**
 Exhibit B Budget Detail and Payment Provisions

d) In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed ~~\$4,000,000.00~~ **\$5,022,151.00**. Payment shall be made in accordance with the payment schedule below.

4. Payment Schedule

Grantee was approved for a grant cycle that covers ~~five~~ **seven** grant years (see Attachment B-2 – Budget Worksheet for approved funding amounts for ~~Grant Years 1, 2, 3 and 4~~ **for original grant contract prior to this amendment**), with funds allocated annually at the beginning of each grant year. Payment will be made quarterly, and the total amount of payments made in any grant year is to not exceed the amount stated in the chart below, unless Grantee, with prior written approval from the Commission, moves unspent funds forward to one or more subsequent grant years.

- a) Grantee may move all unspent funds from ~~Grant Year 1~~ forward to one or more subsequent grant years with prior written approval from the Commission.
- b) ~~Grantee may move unspent funds from Grant Years 2 and 3 forward to one or more subsequent grant years with prior written approval from the Commission. The maximum amount allowed to be moved forward from Grant Years 2 and 3 is 20% of the amount listed in the chart below for the specified grant year.~~

Grant Year Distribution	Grant Funding
Grant Year 1	\$ 1,003,594.00
Grant Year 2	\$ 1,000,719.00
Grant Year 3	\$ 997,844.00 <u>\$1,338,561.00</u>
Grant Year 4	\$ 997,843.00 <u>\$1,338,560.00</u>
<u>Grant Year 5</u>	<u>\$ 340,717.00</u>
<u>Grant Year 6</u>	<u>\$ 0.00</u>
<u>Grant Year 7</u>	<u>\$ 0.00</u>
Grant Total	\$ 4,000,000.00 <u>\$5,022,151.00</u>

This grant is approved for a ~~five~~ **seven**-year grant cycle, with funds allocated in quarterly installments. ~~Grant funding for Grant Year 5 is the amount of unspent grant funds available for Grant Year 5 based on the Grantee’s Grant Year 4 Annual Fiscal Report. The Grantee will provide the Commission with a Budget Worksheet which reflects the projected budget for Grant Year 5 no later than July 31, 2024. Upon receipt of the Budget Worksheet and approval by the Commission, the Grantee may spend the approved funds in Grant Year 5.~~

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

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS
Agreement #19MHSOAC082 A.2
Exhibit B Budget Detail and Payment Provisions

The Commission may withhold quarterly payments until the Grantee has fully expended unspent funds.