

Board Contract # BC-22194

**FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA

BARBARA AND

SANTA BARBARA COUNTY
EDUCATION OFFICE

FOR

MENTAL HEALTH SERVICES

**FIRST AMENDMENT
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT
CONTRACTOR**

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC 22-194**, (hereafter First Amended Agreement) is made by and between the County of Santa Barbara (County or Department) and **Santa Barbara County Education Office** (Contractor) for the continued provision of services specified herein.

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

WHEREAS, on December 13, 2023, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 22-194, (Agreement) for mental health services and youth through school-based programs, for a total maximum contract amount not to exceed **\$1,593,532** (inclusive of \$531,777 per fiscal year for FY 2022-23 and 2023-24, and \$531,178 for FY 2024-25), for the period of January 1, 2023, through December 31, 2025; and

WHEREAS, the parties wish to enter into this First Amended Agreement to update certain standard terms and service codes in compliance with state and federal requirements; extend the term of the Agreement to end March 31, 2028; reduce the number of Navigators to 4.5 Full-Time Equivalent (FTE) of Behavioral Mental Health Services Oversight and Accountability Commission (formerly Mental Health Services Oversight and Accountability Commission (MHSOAC)) Behavioral Health Student Services Act (formerly Mental Health Student Services Act (MHSSA)) Program (Exhibit A-1); to terminate the now BHSOAC BHSSA Program (Exhibit A-1) effective December 31, 2026; to add the BHSOAC Behavioral Health Student Services Act (BHSSA) Round 4, Categories 3 and 4 Program (Exhibit A-2), commencing March 28, 2025; update the program budget requirements; update Standard Indemnification and Insurance Provisions; to add (Exhibit G) Addendum BHSOAC Grant Agreements #24MHSOAC018, #24MHSOAC018.A1, #24MHSOAC057 and #24MHSOAC057.A1; and increase the contract amount by \$390,386 for a total maximum contract amount of **\$1,983,918**, for the period of January 1, 2023 through March 31, 2028.

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

I. Delete Section 4, Term, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

4. TERM.

Contractor shall commence performance on January 1, 2023, and end performance upon completion, but no later than March 31, 2028, unless otherwise directed by County or unless earlier terminated.

II. Delete Section 8, Debarment and Suspension, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

8. DEBARMENT AND SUSPENSION.

- A. 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. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

III. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

10. CONFLICT OF INTEREST.

- A. 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 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.

IV. Delete Section 11, Ownership of Documents and Intellectual Property, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. 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.
- B. 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.

V. Delete Section 14, Records, Audit and Review, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

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 four (4) years following the expiration or termination of this Agreement. 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 County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)
- B. Contractor shall also comply with the records, audit, and review provisions set forth in EXHIBIT A-1 Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA) January 1, 2023 – June 30, 2026; EXHIBIT A-2 Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA) Round 4, Categories 3 and 4, March 28, 2025 – March 31, 2028; EXHIBIT F, Addendum BHSSA Grant Agreement No. 19MHSOAC082 and Amendments 19MHSOAC082.A1 and 19MHSOAC082.A2; and EXHIBIT G, Addendum BHSOAC Grant Agreements No. 24MHSOAC018, 24MHSOAC018.A1, 24MHSOAC0527 and No. 20MHSOAC057.A1 to this Agreement.
- C. Contractor shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse the amount of the audit exceptions and 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. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

VI. Delete Section 16, Nondiscrimination, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

16. NONDISCRIMINATION.

- A. 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.

- B. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1 Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA) January 1, 2023 – June 30, 2026; and EXHIBIT A-2 Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA) Round 4, Categories 3 and 4, March 28, 2025 – March 31, 2028; EXHIBIT F, Addendum BHSSA Grant Agreement No. 19MHSOAC082 and Amendments 19MHSOAC082.A1 and 19MHSOAC082.A2; and EXHIBIT G, Addendum BHSOAC Grant Agreements No. 24MHSOAC018, 24MHSOAC018.A1, 24MHSOAC0527 and No. 20MHSOAC057.A1, to this Agreement.

VII. Delete Section 19, Termination, Section A, By County, and Section C, Upon Termination, of the Standard Terms and Conditions of the Agreement, and replace them with the following:

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 non-appropriation 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.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement, in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
 - 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.
- C. **Upon Expiration or Termination.** Upon expiration or termination of this Agreement, 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.

VIII. Delete Section 27, Compliance with Law, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

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; policies; procedures; directives; guidance; bulletins; information notices; and letters including, but not limited to, those issued by Behavioral Health Services Oversight and Accountability Commission (BHSOAC) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, procedure, directive, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

IX. Add Section 37, Suspension for Convenience, to the Standard Terms and Conditions of the Agreement as follows:

37. SUSPENSION FOR CONVENIENCE.

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

X. Add Section 38, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, to the Standard Terms and Conditions of the Agreement as follows:

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

- A. Contractor shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300 and 45 Code of Federal Regulations part 75, which are incorporated herein by reference.
- B. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

XI. Delete the exhibit title of Exhibit A-1 Statement of Work: MHSOAC Mental Health SBCEO FY 22-25 AMI

Student Act (MHSSA), and replace it with the following:

**EXHIBIT A-1
STATEMENT OF WORK: BHSOAC
BEHAVIORAL HEALTH STUDENT SERVICES ACT (BHSSA)
January 1, 2023-December 31, 2026**

- XII. Add an introductory paragraph to Exhibit A-1 – Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA) as follows:**

Notwithstanding any other provisions of this Agreement, Contractor shall commence performance under this Exhibit A-1 (BHSOAC Behavioral Health Student Services Act (BHSSA)) on January 1, 2023, and end performance upon completion but not later than December 31, 2026, unless otherwise directed by the County or unless earlier terminated.

- XIII. Delete Section 3, Services, Subsection A, of Exhibit A-1 – Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA), and replace it with the following:**

3. SERVICES.

A. SBCEO Health Linkages Program will employ four to six (4-6) full time equivalent (FTE) Health Advocates/Navigators from January 1, 2023 through December 15, 2025, and four and one half (4.50) full-time equivalent (FTE) Health Advocates/Navigators from December 16, 2025 through December 31, 2026, who will deliver services daily during school hours for ten (10) months of the year 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.

- XIV. Delete Section 3, Services, Subsection A, Subsection 1, Health Advocates/Navigators, Paragraph 1, of Exhibit A-1 – Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA), and replace it with the following:**

3. SERVICES.

A. **Health Advocates/Navigators:** (4-6 FTE from January 1, 2023, through December 15, 2025; 4.50 FTE from December 16, 2025- December 31, 2026) duties include:

- XV. Add Section 14, State Contract Compliance, Subsection G, Generative Artificial Intelligence Technology Uses and Reporting, to Exhibit A-1 Statement of Work: BHSOAC Behavioral Health Student Service Act (BHSSA), as follows:**

14. STATE CONTRACT COMPLIANCE.

F. Generative Artificial Intelligence Technology Uses and Reporting.

1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.

2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.
5. Contractor shall include subsection C (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

XVI. Add Exhibit A-2 – Statement of Work: BHSOAC Behavioral Health Student Services Act (BHSSA) Round 4, Categories 3 and 4, as follows:

EXHIBIT A-2
STATEMENT OF WORK: BHSOAC
BEHAVIORAL HEALTH STUDENT SERVICES ACT (BHSSA)
ROUND 4, CATEGORIES 3 AND 4
March 28, 2025 – March 31, 2028

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-2 (BHSOAC Behavioral Health Student Services Act (BHSSA) on March 28, 2025, and end performance upon completion but not later than March 31, 2028, unless otherwise directed by the County or unless earlier terminated.

1. PROGRAM SUMMARY. The Program (i.e. hereafter Program or BHSSA Program), funded through the Behavioral Health Student Services Act (BHSSA) Grant (#24MHSOAC018, #24MHSOAC018.A1, #24MHSOAC057 and #24MHSOAC057.A1), distributed by Behavioral Health Services Oversight and Accountability Commission (BHSOAC) to the County of Santa Barbara Department of Behavioral Wellness and Santa Barbara County Education Office (Contractor or SBCEO) shall provide a Quality Improvement and Sustainability (QIS) Coordinator, through Behavioral Wellness in collaboration with Santa Barbara County Education Office (SBCEO), in order to facilitate financial sustainability for the Behavioral Health Student Services Act of 2019 services in Santa Barbara County through Round 4 grant, Category 3 (Sustainability) funding specific services. The Program shall also provide a Navigator, through SBCEO, to expand services to provide school staff with training on the awareness, identification, and prevention of commercial sexual exploitation of children and youth, using the Commercial Sexual Exploitation of Children (CSEC) Program, through Round 4 grant, Category 4 (Other Priorities) funding, which supports the unique needs of individual BHSSA grantees, thereby expanding access to mental health services for children and youth, including school-based mental health services, and facilitate linkages to ongoing sustained services.

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

2. PROGRAM GOALS.

A. Category 3 (Sustainability) Goals:

1. Identify and secure additional funding sources, including changes to Medi-Cal covered services, and additional grant funding opportunities to sustain services developed in the BHSSA program
2. Increase collaboration and communication between Behavioral Wellness and Santa Barbara County Education Office to understand braiding of services that may support MWEL services.

3. Increase collaboration opportunities with public and privately funded mental health providers.

B. Category 4 (Other Priorities) Goals:

1. Increased knowledge of Santa Barbara County school district staff in the identification of early warning signs and in the utilization of the First Responder Identification Tool (FRIT) screener for potential CSEC youth.
2. Increased number of identified CSEC youth.
3. Increased number of services and linkages provided to identified CSEC youth.
4. Increase collaboration and communication between Behavioral Wellness and Santa Barbara County Education Office for the purpose of increasing access to training on awareness, identification and prevention education of CSEC.

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. Navigator Services will be delivered by staff hired specifically for grant-related positions through SBCEO. The Quality Improvement and Sustainability (QIS) Coordinator services will be delivered by provider(s) contracted with Behavioral Wellness.

- A. Behavioral Wellness will provide one (1.0) grant funded full time employee (FTE) Quality Improvement and Sustainability (QIS) Coordinator(s). The QIS Navigator shall identify resources, while also keeping track of the rapidly changing funding landscape, to ensure the successful pursuit of secure funding for the Program beyond the grant period. SBCEO will collaborate with the County to ensure grant outreach outcomes are met.

1. Quality Improvement and Sustainability (QIS) Coordinator (1.0 FTE) duties include:

- i. Conducting Research and Assessment to identify all potential funding sources.
- ii. Assessment of the identified funding sources to determine the most appropriate funding source.
- iii. Research new grant opportunities and coordinate application with BWell's Housing & Grants Program Manager.
- iv. Identify private insurance funding sources and collaborate with BWell's Quality Care Management, Fiscal, and Contracts branches to determine pathways for billing services.
- v. Evaluate and establish Medi-Cal billing within BWell system of care and potentially contracted Managed Care plans for school-based mental health services.

- vi. Assist with mapping youth services within the Santa Barbara County School districts and the community to identify services provided that may be eligible for Medi-Cal and/or private insurance coverage.
- vii. Develop and submit required BHSOAC reports.
- viii. Participate in BHSOAC and other trainings that support sustainability learning opportunities.

B. SBCEO shall employ 0.90 grant funded full-time equivalent (FTE) **Navigator**. It is expected SBCEO may need to adjust Program Navigator staffing levels between the BHSOAC Behavioral Health Student Services Act (BHSSA) and BHSOAC Behavioral Health Student Services Act (BHSSA) Round 4, Categories 3 and 4 programs in response to changes in member volume. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed upon in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount. The Navigator shall provide awareness, identification, and prevention of commercial sexual exploitation of children and youth.

1. Navigator (0.90 FTE) duties include:

- i. Provide education to school personnel on warning signs, risk factors, reducing stigma, and utilizing a trauma informed approach along with mandated reporter requirements;
- ii. Attend Multidisciplinary Team (MDT) meetings, Student Attendance Review Board (SARB) hearings;
- iii. Provide outreach and engagement throughout the county related CSEC education;
- iv. Conduct screenings related to CSEC risk;
- v. Provide linkages to community resources for behavioral health services.

4. EVALUATION. Behavioral Wellness shall employ staff (QIS Coordinator) to coordinate and administer data collection and reporting required by BHSOAC Agreement-#24MHSOAC018 and #24MHSOAC018.A1, as may be further amended. Behavioral Wellness and SBCEO will develop and maintain methods of sharing data. SBCEO shall allow access to the BHSOAC Commission to all data required by the BHSOAC 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 BHSOAC.

5. TRAINING. SBCEO is responsible for ensuring the Navigator is trained per SBCEO hiring policies and procedures. Behavioral Wellness is responsible for training the QIS Coordinator. The following is an outline of mandatory training that must be completed in relation to the Program grant work:

	Navigator	QIS Coordinator
Behavioral Wellness Training		
HIPAA and Behavioral Health		X

BHSSA Overview		X
New Clinical Staff also need		
Documentation Training Online (Vertical Change)	X	
SBCEO Employee Training / Requirements		
Mandated Reporter Training online	X	X
Sexual Harassment Training online	X	X
Tuberculosis Clearance	X	X
Fingerprint Clearance	X	X
COVID-19 Wellness Affirmation	X	X
Basic COVID-19 policies including physical distancing, cohorting, face coverings, washing hands, etc.	X	X
COVID-19 Testing Attestation as needed	X	X
Additional Training as Needed*		
Mental Health First Aid	X	
HIPAA v Family Educational Rights and Privacy Act (FERPA)	X	
Resource Directories	X	
Positive Behavioral Interventions and Supports (PBIS) / Multi-Tiered System of Support (MTSS) Overview	X	

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

6. REPORTS.

A. SBCEO Support of County Reporting Requirements.

1. SBCEO acknowledges and understands that Behavioral Wellness has reporting obligations per BHSOAC Agreement #24MHSOAC018, #24MHSOAC018.A1, #24MHSOAC057, and #24MHSOAC057.A1, 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 request by Behavioral Wellness based on the BHSOAC Commission-requested requirements.
3. **Progress Reports.**
 - a. Category 3 (24MHSOAC018 and #24MHSOAC018.A1) Progress Reports. Behavioral Wellness shall report on the Sustainability Strategy and implementation relevant to the

reporting time period using the Progress Report Template which will be provided by the Commission. This report will include but not be limited to:

- i. List of major project goals/objectives that are clearly defined, specific and measurable.
 - ii. Status on which goals/objectives have been accomplished.
 - iii. Barriers and challenges to development of the Sustainability Strategy and action plans to resolve them.
 - iv. Report on status of hiring staff/contractors, as well as retention of staff.
 - b. Category 4 (24MHSOAC057 and #24MHSOAC057.A1) Progress Reports. Behavioral Wellness, with the support of SBCEO, shall provide data or other support for Behavioral Wellness to report on the development and implementation of the joint Priority Program relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. The report will include but not be limited to:
 - i. List of major Program goals/objectives that are clearly defined, specific and measurable.
 - ii. Status on which goals/objectives have been accomplished.
 - iii. Barriers and challenges to development and/or implementation of the Program and action plans to resolve them.
 - iv. Report on the status of hiring staff/contractors, as well as retention of those staff.
4. **Annual Fiscal Reports.** SBCEO shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.
5. **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 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.
6. **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 BHSOAC Commission staff to provide status updates on reporting requirements, hiring, spending, schedule, and other relevant issues. Reporting as required by the BHSOAC Commission including but not limited to:

- a. The types of services being provided if new staff have been hired, SBCEO will provide Behavioral Wellness with staff names and Duty Statement.
 - b. Any barriers encountered, and if so, what are they, and how are they being addressed.
 - c. At least one success that demonstrates the effectiveness of program.
 - d. The entities that have been involved in regular partnership meetings.
7. **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 BHSOAC Commission:
- a. Hiring Report.
 - i. The Hiring Report shall include the following:
 - 1. 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.
 - 2. 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).
 - b. Evaluation Data
 - i. Behavioral Wellness shall provide to the Commission data based on the specifications and timelines defined by the Commission.
 - c. Expenditure Information
 - i. 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.
8. **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.
9. **Final Report.**
- a. Category 3 (24MHSOAC018 and #24MHSOAC018.A1) Final Reports. Behavioral Wellness, with the support of SBCEO, shall report on major accomplishments and significant lessons learned from their Sustainability Strategy using the Final Report Template which will be provided by the Commission.

- b. Category 4 (24MHSOAC057 and 24MHSOAC057.A1) Final Reports. Behavioral Wellness, with the support of SBCEO, shall report on major accomplishments and significant lessons learned from their Other Priorities Program and Partnership using the Final Report Template which will be provided by the Commission.

10. Additional Reports. SBCEO shall maintain records and make statistical reports as required by County and the Behavioral Health Oversight and Accountability Commission or other applicable agency, on forms provided by provided by requesting agency, SBCEO shall make additional reports as required by County concerning SBCEO activities as they affect the services hereunder. County will specific as to the nature of information requested and allow thirty (30) days for SBCEO to respond.

7. CONFIDENTIALITY.

- A. **Compliance with Privacy and Data Security Authorities.** SBCEO shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.
- B. **Maintain Confidentiality.** SBCEO agrees to maintain, and agrees to require its employees, agents, or subcontractors to maintain, the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, and 1798.80 – 1798.82, and 1798.85, as applicable. Patient records must comply with all applicable state and federal requirements.
- C. **No Publication of Member Lists.** 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 services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- D. SBCEO shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- E. 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 BHSOAC

Commission at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, the BHSOAC 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 name adverse party.

- F. Upon termination or expiration of this Agreement for any reason, SBCEO shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by SBCEO from County, or acquired or created by SBCEO in connection with performing functions, services, or activities specified in this Agreement on behalf of County that SBCEO still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, SBCEO shall notify County of the conditions that make the return or destruction infeasible, and County and SBCEO shall determine the terms and conditions under which SBCEO may retain the PHI, PI or PII. SBCEO shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of SBCEO.

8. CULTURAL COMPETENCE.

- A. **Report on Capacity.** SBCEO shall report on its capacity to provide culturally competent services to culturally diverse members 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 members 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.
- B. **Bilingual Staff for Direct Service Positions.** 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) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.
- C. **Cultural Considerations When Providing Services.** SBCEO shall provide services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of members and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- D. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if members identify Spanish as their preferred language, as specified in subsection B above.

- E. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.
- F. Contractor 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 in the Spanish language.

9. NOTIFICATION REQUIREMENTS.

A. **Notice to QCM.** SBCEO shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-4777 or by email at BWELLQCM@sbcbswell.org in the event of:

- 1. Known serious complaints against licensed/certified staff;
- 2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
- 3. Staff privileges restricted at a hospital;
- 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
- 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting*.

B. **Notice to Compliance Hotline.** 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’s control;
- 2. Legal suits initiated specific to the SBCEO’s practice;
- 3. Initiation of criminal investigation of the SBCEO; or
- 4. Breach of Privacy Laws.

C. **Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and SBCEO staff, SBCEO shall immediately notify the member’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the member’s care, or the applicable Regional Manager should any of the following occur:

- 1. Side effects requiring medical attention or observation;
- 2. Behavioral symptoms presenting possible health problems; or
- 3. Any behavioral symptom that may compromise the appropriateness of the placement.

D. **Definition of “Immediately.”** “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 (805-884-6855).

- E. **Notice to Contracts Division.** SBCEO may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@sbcbswell.org for any contractual concerns or issues.

10. 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 the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with SBCEO's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of SBCEO's documentation.
- E. SBCEO shall allow BHSOAC 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 the 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. (See 42 C.F.R. § 438.3(h).) If monitoring activities identify areas of non-compliance, SBCEO will be provided with recommendations and a corrective action plan.
- F. **County Corrective Action Plan.** County shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in SBCEO's compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by County. SBCEO shall:

1. Take corrective action;

2. Provide evidence of correction; and
 3. Have a mechanism for monitoring effectiveness of corrective action over time.
- G. SBCEO shall be liable to County for any penalties assessed against County for SBCEO's failure to comply with the required corrective action.

11. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least quarterly, and more frequently, if needed, with SBCEO Navigators and Behavioral Wellness QIS Coordinators to collaboratively discuss programmatic, fiscal, and contract matters.
- B. As a condition of funding for Quality Assurance (QA) activities, SBCEO QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings.

12. PERFORMANCE.

- A. SBCEO shall comply with the following as applicable:
 1. 42 C.F.R. § 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
 2. All laws and regulations relating to patients' rights including Welfare and Institutions Code section 5325, 9 California Code of Regulations sections 862 through 868, and 42 Code of Federal Regulations section 438.100;
 3. All existing policy letters issued by BHSOAC. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.
- B. SBCEO shall comply with:
 1. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
 2. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at [Mental Health Services Act Steering Committee | Santa Barbara County, CA - Official Website](#);
 3. California's Mental Health Services Act; and
 4. California's Mental Health Student Services Act.

13. 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 (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services

are provided hereunder), 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, supervision agreements, 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.

14. STATE CONTRACT COMPLIANCE. Behavioral Health Services Oversight and Accountability Commission (BHSOAC) Agreements #24MHSOAC018, #24MHSOAC018.A1, #24MHSOAC057 and #24MHSOAC057.A1, and any further amendments thereto, all exhibits or attachments thereto including, but not limited to Santa Barbara County's grant applications for BHSOAC's Request for Applications, is incorporated by reference and made part of this Agreement as if fully forth herein.

- A. **AUDIT:** Contractor agrees that the awarding department, The Commission or California State Auditor or any State California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy contractor's records and supporting documentation pertinent to its performance. Contractor agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Contractor agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Contractor advance written notice of any onsite audit.
- B. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, SBCEO 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. SBCEO shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. SBCEO 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. SBCEO 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. SBCEO 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.) SBCEO 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 Agreement 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
2. 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.

D. PUBLICATIONS AND REPORTS.

1. The Commission reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. The Commission 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.
 - a. 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).

E. CONFIDENTIALITY: Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the Commission, and subject to the terms and conditions of Exhibit C, General Terms and Conditions of BHSOAC agreements #24MHSOAC018 and #24MHSOAC057. 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 provide in the Agreement or required by law.

1. 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 Agreement, or as required by law.
 2. 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.
 3. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. NONDISCLOSURE: Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
- G. GENERATIVE ARTIFICIAL INTELLIGENCE TECHNOLOGY USE & REPORTING:
1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
 2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
 3. At the direction of the County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by the County.
 4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.

5. Contractor shall include subsection C (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement

H. In the event of conflict between the provisions contained in this Agreement and the provisions contained in BHSOAC Agreement #24MHSOAC018, #24MHSOAC018.A.1, #24MHSOAC057 and #24MHSOAC057.A.1, and any further amendments thereto, including all exhibits and attachments attached to each agreement, the matter shall be promptly submitted to bwellcontractsstaff@sbcbswell.org who shall promptly make a determination in writing. Any adjustment by SBCEO without such a determination shall be at its own risk and expense.

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

THIS SECTION INTENTIONALLY LEFT BLANK

XVII. Delete Exhibit B, Financial Provisions, Section II, Maximum Contract Amount, of the Agreement, and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$1,983,918**, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS 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.

THIS SECTION LEFT BLANK INTENTIONALLY

XVIII. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, of the Agreement and replace it with the following:

**EXHIBIT B-1
SCHEDULE OF RATES AND CONTACT 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: 03/31/28

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:	\$ 1,983,918					\$1,983,918
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST): Government funding						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -		\$0
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,983,918	\$ -	\$ -	\$ -	\$ -	\$ 1,983,918

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)						\$ -
NON-MEDI-CAL	\$ 1,983,918					\$ 1,983,918
SUBSIDY						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 1,983,918	\$ -	\$ -	\$ -	\$ -	\$ 1,983,918

CONTRACTOR SIGNATURE:

DocuSigned by: *Bridget Baulblits*

STAFF ANALYST SIGNATURE:

Sara Hernandez 037DC35461F54A7...

FISCAL SERVICES SIGNATURE:

DocuSigned by: *Tori Hargens*

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- (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.

XIX. Delete Exhibit B-2, Entity Budget by Program, of the Agreement, and replace it with the following:

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

**Santa Barbara County Alcohol, Drug and Mental Health Services Contract
Budget Packet
Entity Budget By Program**

AGENCY NAME: SANTA BARBARA COUNTY EDUCATION OFFICE
 CONTRACT TERM 1/1/23 - 03/31/28

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LINE#	COLUMN#	1	2	2	6
		I. REVENUE SOURCES:	COUNTY PROGRAMS TOTALS	MHSSA	BHSSA Category 4
1		Behavioral Wellness Funding	\$ 1,983,918	\$ 1,719,148	\$ 264,770
2			\$ -		
3		GROSS PROGRAM REVENUE BUDGET	1,983,918	1,719,148	264,770

		III. DIRECT COSTS	COUNTY PROGRAMS TOTALS	MHSSA	BHSSA Category 4
		III.A. Salaries and Benefits Object Level			
4		Salaries (Complete Staffing Schedule)	\$ 1,495,188	\$ 1,495,188	\$ 218,404
5		Employee Benefits & Taxes	\$ -	\$ -	
6		Salaries and Benefits Subtotal	\$ 1,495,188	\$ 1,495,188	\$ 218,404
		III.B Services and Supplies Object Level			
7		Travel and transportation	\$ 39,595	\$ 23,293	\$ 16,302
8		Supplies		\$ 7,868	
9		Rent		\$ 24,477	
10		Utilities		\$ 1,750	
11		Cell Phones	\$ 10,732	\$ 10,732	
12		Website and resource guide consultant	\$ 12,526	\$ 12,526	
13		Training	\$ 12,550	\$ 1,050	\$ 11,500
14			\$ -		
15			\$ -		
16		Services and Supplies Subtotal	\$ 75,403	\$ 81,696	\$ 27,802
17		SUBTOTAL DIRECT COSTS	\$ 1,823,090	\$ 1,576,884	\$ 246,206
		IV. INDIRECT COSTS			
18		Administrative Indirect Costs (Reimbursement limited to 8.5%)	\$ 160,828	\$ 142,264	\$ 18,564
19		GROSS DIRECT AND INDIRECT COSTS	\$ 1,983,918	\$ 1,719,148	\$ 264,770

XX. Delete Exhibit C, Standard Indemnification and Insurance Provisions, of the Agreement and replace it with the following:

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts)

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 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.

THIS SECTION INTENTIONALLY LEFT BLANK

XXI. Delete Exhibit E, MHSSA Program Goals, Outcomes and Measures, of the Agreement, and replace it with the following:

**EXHIBIT E-1
PROGRAM GOALS, OUTCOMES, AND MEASURES**

Program Evaluation BHSOAC BHSSA January 1, 2023 – December 31, 2026		
Program Goals	Measures	
2. Prevent student mental illness from becoming severe and disabling	A. # students referred to MWEL program	#
	B. # group services	#
3. Improve timely access to services for underserved populations	A. % students successfully linked to ongoing MHS by level of care	%
4. Provide outreach to families, employers, primary health care providers, and others to recognize the early signs of potentially severe and disabling mental illness	A. # outreach events	#
	B. # outreach event participants	#
5. Preventing negative outcomes in the targeted population	A. % students linked to non-MH resources	%

Program Evaluation BHSOAC BHSSA Round 4, Category 4 (Other Priorities) March 28, 2025- March 31, 2028		
Program Goals	Measures	#
6. Increase knowledge of Santa Barbara County school district staff in the identification of early warning signs and in the utilization of the FRIT screener for potential CSEC youth	A. Number of school staff that attend CSEC Identification Trainings	#
	B. Increase in school staff knowledge of CSEC youth identification (Post-Training Survey)	%
7. Increase number of identified CSEC youth	A. Number of First Responder Identification Tool (FRIT) Screenings Implemented	#
	B. Number of Identified CSEC Youth	#
	A. Number and type of services/linkages provided to CSEC youth	#

8. Increase number of services and linkages provided to identified CSEC youth	B. Number of Multi-Disciplinary Team (MDT) Meetings attended by MWEL staff	#
---	--	---

XXII. Add Exhibit G, Addendum MHSOAC Grant Agreements No. 24MHSOAC018, 24MHSOAC018.A1, 24MHSOAC057 and No. 20MHSOAC057.A1, to the Agreement as follows:

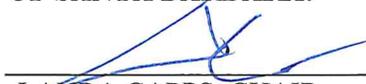
THIS SECTION INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

First Amendment to the 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 First Amended Agreement to be effective as of the date executed by COUNTY.

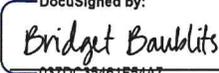
COUNTY OF SANTA BARBARA:

By: 
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS
Date: 12-16-25

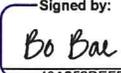
ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 12-16-25

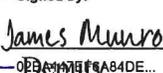
CONTRACTOR:
SANTA BARBARA COUNTY EDUCATION
OFFICE

By: 
Authorized Representative
Name: Bridget Baublits
Title: Associate Superintendent, Student and Community Service
Date: 12/4/2025

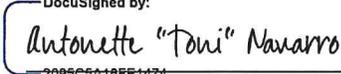
APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:
ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

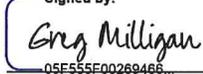
By: 
Risk Manager

Exhibit G Addendum
BHSOAC Grant Agreements
No. 24MHSOAC018,
24MHSAOC018.A1,
24MHSOAC057 and No.
24MHSOAC057.A1

**BHSOAC Grant Agreement
No. 24MHSOAC018, Executed**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
24MHSOAC018

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

County of Santa Barbara Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

Upon Signature

THROUGH END DATE

12/31/2027

3. The maximum amount of this Agreement is:

\$449,650.00 (Four Hundred Fourty Nine Thousand Six Hundred Fifty dollars and zero 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	11
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	11
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Santa Barbara Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

429 N San Antonio Road

CITY

Santa Barbara

STATE

CA

ZIP

93110

PRINTED NAME OF PERSON SIGNING

Antonette Navarro

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Antonette "Toni" Navarro

DATE SIGNED

3/27/2025

2006C6A18FE1474...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Norma Pate

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Norma Pate
Digitally signed by Norma Pate
Date: 2025.03.28 11:29:52 -07'00'

DATE SIGNED

3/28/25

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
WIC 5897 (f)

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018
MHSSA Round 4
Category 3: Sustainability

Exhibit A
Page 1 of 11

MHSSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Behavioral Health Services Oversight and Accountability Commission, formerly the Mental Health Services Oversight & Accountability Commission (BHSOAC, MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the County of Santa Barbara Department of Behavioral Wellness (Grantee or Santa Barbara County) with headquarters in Santa Barbara, California. For the purpose of this agreement all references to the Mental Health Services Oversight and Accountability Commission shall be understood to refer to the Behavioral Health Services Oversight and Accountability Commission for the period after January 1, 2025.

II. Summary/Purpose

This grant is part of a total award of \$25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability, and 4) Other Priorities. **This grant was awarded under Category 3: Sustainability.**

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to twenty (20) Applicants under Category 3. A total of fifty-one (51) grants were awarded.

The Commission's report *Every Young Heart and Mind: Schools as Centers of Wellness* (published 2020 at MHSOAC.ca.gov) identified continuous improvement and sustainability as critical design features of a comprehensive school mental health system. Sustainability is increasingly relevant as numerous MHSSA grants near the end of their terms.

The overall Purpose of this Agreement is to identify sources of funding that can be used to sustain the delivery of mental health services to students on campus after MHSSA grant funding is no longer available. Toward this end, Grantee will retain a Quality Improvement and Sustainability (QIS) Coordinator whose work will facilitate financial

sustainability for MHSSA services in Santa Barbara County, bearing in mind that sustainability recommendations may be scaled statewide.

III. Recitals

- A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)
- B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.
- C. Mental Health Student Services Act. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)
- D. MHSSA Partnerships. MHSSA grants shall only be awarded to a countywide “partnership” among and between a county’s mental or behavioral health department, and one or more school districts, and county office of education and/or charter school(s). A “lead agency” may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1)&(2).)
- E. Procurement. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018
MHSSA Round 4
Category 3: Sustainability

Exhibit A
Page 3 of 11

- F. Incorporation by Reference. The RFA and Grantee's Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.
- G. Prior MHSSA Funding. The Commission previously funded three rounds of MHSSA grants at a total of \$255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission's ongoing MHSSA Learning Collaborative.
- H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants are designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHCOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education (23MHCOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See Attachments A-1 through A-4.
- I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission
- J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants.
- K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.
- L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. Asset Responsibility. Assets, vehicles, equipment or other operational materials purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the grantee physically and financially.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
 Contract # 24MHSOAC018
MHSSA Round 4
Category 3: Sustainability

Exhibit A
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IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Nai Saechao	Name: Christina Lombard
Address: 1812 9 th Street Sacramento, CA 95811	Address: 429 N San Antonio Rd Santa Barbara, CA 93110
Phone: 916-500-0577	Phone: 805-621-2075
Fax: 916-623-4687	Fax:
Email: nai.saechao@bhsoac.ca.gov	Email: clombard@sbcbswell.org

Direct all billing inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Joseph Vecchi	Name: Christina Lombard
Address: 1812 9 th Street Sacramento, CA 95811	Address: 429 N San Antonio Rd Santa Barbara, CA 93110
Phone: 916-500-0577	Phone: 805-621-2075
Fax: 916-623-4687	Fax:
Email: accounting@bhsoac.ca.gov	Email: clombard@sbcbswell.org

V. General Requirements

The following provisions govern all deliverables:

- A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Teams and all other MHSSA Grantees.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018
MHSSA Round 4
Category 3: Sustainability

Exhibit A
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- B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.
- C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C.)
- D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission upon request. Said meetings may be in-person, by phone or over a web-based platform.

VI. Deliverables

Grantee shall provide the programs/services set forth in its Application and incorporated into this Agreement as outlined below:

- A. QIS Coordinator. Grantee shall retain a Quality Improvement and Sustainability (QIS) Coordinator Grant Year One (See Exhibit B.)
 - 1. Qualifications. The QIS Coordinator must demonstrate knowledge of frameworks for delivery of mental health student services on K-12 school campuses in Santa Barbara County; awareness of potential funding sources and financing models for said services including expertise in funding and sustainability to optimize financial and nonfinancial assets needed to maintain and improve school mental health, as well as, experience in data collection and reporting.
 - 2. Retention. The QIS Coordinator should be hired in accordance with Grantee's Proposed Plan.
 - 3. Contractor. If the QIS Coordinator is hired through a contract, it shall be subordinate to this Agreement. (See Exhibit C.)
- B. Data Reporting. Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.
- C. Sustainability Strategy. Grantee shall develop and implement a Sustainability Strategy. Details of this strategy shall be submitted to the Commission in the Progress Reports in Grant Years Two (2) and Three (3). A summary of this

strategy will be included in the Final Report at the end of Grant Year Three (3). This Strategy shall include at least the following:

1. Funding Sources: Identify potential sources of funds sufficient to sustain MHSSA services, and reasonableness of using the identified source.
2. Assessment: Assess the potential sources, and rank them according to reasonableness, feasibility and viability.
3. Barriers: Identify barriers that could make a potential source(s) difficult to use.

D. Reports. Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In addition to Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

1. Progress Reports. Grantee shall report on the Sustainability Strategy and implementation relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. This report will include but not be limited to:
 - a. List of major project goals/objectives that are clearly defined, specific and measurable
 - b. Status on which goals/objectives have been accomplished
 - c. Barriers and challenges to development of the Sustainability Strategy and action plans to resolve them
 - d. Report on status of hiring staff/contractors, as well as retention of that staff.
2. Annual Fiscal Reports. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.

Attachment A-1: Sustainability TA
Attachment A-2: Data Collection TA
Attachment A-3: Partnership Development TA
Attachment A-4: Program Implementation TA

Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.
2. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.
5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.
6. Information Hub. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.
7. Communication. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.
2. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.
3. Data Collection Restrictions. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.
4. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.
5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.
6. Webinars. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.
7. Individualized Coaching. Tehama County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.
8. Toolkits & Training Materials. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018
MHSSA Round 4
Category 3: Sustainability

Exhibit A
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9. Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.
10. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.
2. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Partnership Development each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.
5. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implementing partnerships on a statewide basis.
6. Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.
7. Communication. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.
2. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.
5. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.
6. Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.
7. Communication. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018
MHSSA Round 4
Category 3: Sustainability

Exhibit B
Page 1 of 2

EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.
- b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and return to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Behavioral Health Services Oversight & Accountability
Commission Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@bhsoc.ca.gov

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 amendment to Grantee to reflect the reduced amount.
- c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.
- d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

4. Budget Detail

The total amount of this Grant Agreement shall not exceed four hundred and fifty thousand dollars [\$450,000.00].

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Deliverable	Allocated Amount	Due Date
<u>Grant Year 1*</u> <i>Progress Report- Date TBD based on hiring date of QIS Coordinator</i>	\$150,000.00	Initial payment delivered upon hiring of QIS Coordinator
Subtotal	\$150,000.00	
<u>Grant Year 2*</u> <i>Progress Report Q1 Progress Report Q2 Progress Report Q3 Progress Report Q4</i>	\$50,000.00 \$25,000.00 \$50,000.00 \$25,000.00	December 31, 2025 March 31, 2026 June 30, 2026 September 30, 2026
Subtotal	\$150,000.00	
<u>Grant Year 3*</u> <i>Progress Report Q1 Progress Report Q2 Progress Report Q3 Final Report Q4</i>	\$50,000.00 \$25,000.00 \$50,000.00 \$25,000.00	December 31, 2026 March 31, 2027 June 30, 2027 September 30, 2027
Subtotal	\$150,000.00	
Total	\$450,000.00	

**Annual Fiscal Reports are due at the end of each Grant Year.*

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan). **Failure to retain a QIS Coordinator after Grant Year One may result in such a withhold.**

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

EXHIBIT C

General Terms and Conditions

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. Antitrust Claims: The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below:
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission 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.
 - ii. "Public purchasing body" means the Commission 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 of such demand, reassign the cause of action assigned under this part if the assignor has been or may 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

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assignee declines to file a court action for the cause of action. See Government Code Section 4554.

3. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.
4. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit.
6. Captions: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. Certification Clauses: The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
8. Child Support Compliance Act: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
 - a. The Grantee 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 Grantee, 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.
9. Change of Control: In the event Grantee undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.

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10. Compensation: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Grantee to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.
 - A. Grantee 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 Commission staff, Grantee's own personnel involved in the performance of this Agreement, or as required by law.
12. Contract/Agreement is Complete: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. Copyright: Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Grantee hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Grantee hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Grantee shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.
14. Grantee-Commission Collaboration: At the request of the Commission, Grantee shall permit Commission Staff to work closely with Grantee's Staff, and Commission Staff shall

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be given access to Grantee's data, working papers and other written materials as needed for this purpose.

15. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

16. Dispute Resolution:

- a. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, BHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
- b. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Grantee's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- c. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement 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.
- d. While the informal dispute or arbitration process is pending, Grantee shall proceed diligently with its performance under the Agreement.

17. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

18. Force Majeure: Neither the Commission nor the Grantee shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement 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.

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19. Forum Selection: The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.
20. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
21. Gratuities and Contingency Fees: The Commission, by written notice to the Grantee, may terminate the right of Grantee to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Grantee as it could pursue in the event of the breach of the Agreement by the Grantee, 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 Grantee in providing any such gratuities to any such officer or employee.

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

The Grantee warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Grantee, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement 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.

22. Indemnification: Grantee 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 Grantees, sub-grantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
23. Independent Contractor: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
24. Information Security: The Grantee 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 it's implementing

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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).

25. Inspection and Enforcement: From time to time, the Commission may inspect the facilities, systems, books and records of the Grantee to monitor compliance with the Grant. Grantee shall promptly remedy any violation of any provision of the Contract and shall certify the same to the Commission in writing. The fact that the State inspects, or fails to inspect, or has the right to inspect Grantee's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Agreement. The Commission's failure to detect or the Commission's detection of any unsatisfactory practices, but failure to notify Grantee or require Grantee's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Agreement.
26. Key Personnel: Grantee's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.
27. Litigation: The Commission, promptly after receiving notice thereof, shall notify the Grantee in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Grantee must provide indemnification under this Agreement.

The failure of the State to give such notice, information, authorization or assistance shall not relieve the Grantee of its indemnification obligations. The Grantee shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, 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 Agreement and the interest of the State.
28. Loss Leader: If this Agreement 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. (Pub. Contract Code §10344(e)).
29. MHSOAC/BHSOAC Logo: The Commission hereby grants Grantee the use of the MHSOAC/BHSOAC Logo for purposes of its performance of this Agreement. Grantee understands and agrees that it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the Grantee upon request.
30. Non-disclosure: Grantee shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
31. Non-Discrimination: During the performance of this Agreement, Grantee and its sub-grantees 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

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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. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and sub-grantees 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. Grantee 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 ascertaining compliance with this clause. Grantee and its sub-grantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

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

32. Notice: The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party's Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.
33. Notice of Litigation: Grantee shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
34. Permits and Licenses: The Grantee 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 Grantee shall keep informed of, observe, comply with, and cause all 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 any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the State in writing.

35. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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36. Public Hearings: If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Grantee shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Grantee's proposed budget. State shall reimburse Grantee for travel of said personnel at the contract rates for such testimony as may be requested by State.
37. Public Records Act: This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 6250 *et seq.* Under a Public Records Act Request, Grantee may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
38. Publications and Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
- a. 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).
39. Recycling Certification: The Grantee 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 Commission 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).
40. Work Product Rights: The Grantee hereby grants the Commission with Government Purpose Rights to the Work Product produced pursuant to this Agreement. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose. Such recipients of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Grantees, California local governments, the United States Government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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41. Severability: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
42. Small Business Participation and DVBE Participation Reporting Requirements:
- a. If for this Agreement, Grantee made a commitment to achieve a small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).
 - b. If for this Agreement, Grantee made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).
43. State Funds: Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:
- 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 Agreement 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 MHSA.

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

44. Subcontracts: Prior to entering any subcontract, Contractor shall obtain the Commission's prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out. The Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of

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the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.

45. Substitutions: Grantee's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
46. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, , Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.
47. Termination For Cause: The Commission may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee, pursuant to Exhibit B of this Agreement, upon demand.
48. Termination Without Cause: Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Grantee for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Grantee for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed. The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.
49. Timeliness: Time is of the essence in this Agreement.
50. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
51. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
52. Worker's Compensation: Grantee 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 its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.

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53. GenAI Technology Use & Reporting: During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

BHSOAC Grant Agreement
First Amendment
No. 24MHSOAC018.A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER 24MHSOAC018	AMENDMENT NUMBER A.1	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

County of Santa Barbara Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

3/28/2025

THROUGH END DATE

3/31/2028

3. The maximum amount of this Agreement after this Amendment is:

\$449,650.00 (Four Hundred Forty Nine Thousand Six Hundred Fifty dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment 1 does the following:

- Amends Exhibit A and Exhibit B.
- Extends the contract end date from December 31, 2027 to March 31, 2028.

The following exhibits are hereby attached and made part of this Agreement:

- Exhibit A Scope of Work
- Exhibit B Fiscal Detail

The parties recognize that the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) and Mental Health Student Services Act (MHSSA) has been renamed to Behavioral Health Student Services Act (BHSSA) effective January 1, 2025. All references to MHSOAC and MHSSA used in this agreement shall be read to mean BHSOAC and BHSSA.

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike through.

All other terms and conditions shall remain the same.

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.)

County of Santa Barbara Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

429 N San Antonio Road

CITY

Santa Barbara

STATE

CA

ZIP

93110

PRINTED NAME OF PERSON SIGNING

Antonette Navarro

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

Antonette "Toni" Navarro

DATE SIGNED

12/4/2025

2095C5A16FE1474...

SCO ID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER 24MHSOAC018	AMENDMENT NUMBER A.1	Purchasing Authority Number
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Brenda Grealish

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

WIC 5897 (f)

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018 A.1
MHSSA Round 4
Category 3: Sustainability

Exhibit A
Page 1 of 11

MHSSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Behavioral Health Services Oversight and Accountability Commission, formerly the Mental Health Services Oversight & Accountability Commission (BHSOAC, MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the County of Santa Barbara Department of Behavioral Wellness (Grantee or Santa Barbara County) with headquarters in Santa Barbara, California. For the purpose of this agreement all references to the Mental Health Services Oversight and Accountability Commission shall be understood to refer to the Behavioral Health Services Oversight and Accountability Commission for the period after January 1, 2025.

II. Summary/Purpose

This grant is part of a total award of \$25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability, and 4) Other Priorities. **This grant was awarded under Category 3: Sustainability.**

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to twenty (20) Applicants under Category 3. A total of fifty-one (51) grants were awarded.

The Commission's report *Every Young Heart and Mind: Schools as Centers of Wellness* (published 2020 at MHSOAC.ca.gov) identified continuous improvement and sustainability as critical design features of a comprehensive school mental health system. Sustainability is increasingly relevant as numerous MHSSA grants near the end of their terms.

The overall Purpose of this Agreement is to identify sources of funding that can be used to sustain the delivery of mental health services to students on campus after MHSSA grant funding is no longer available. Toward this end, Grantee will retain a Quality Improvement and Sustainability (QIS) Coordinator whose work will facilitate financial

sustainability for MHSSA services in Santa Barbara County, bearing in mind that sustainability recommendations may be scaled statewide.

III. Recitals

- A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)
- B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.
- C. Mental Health Student Services Act. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)
- D. MHSSA Partnerships. MHSSA grants shall only be awarded to a countywide “partnership” among and between a county’s mental or behavioral health department, and one or more school districts, and county office of education and/or charter school(s). A “lead agency” may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1)&(2).)
- E. Procurement. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.

- F. Incorporation by Reference. The RFA and Grantee's Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.
- G. Prior MHSSA Funding. The Commission previously funded three rounds of MHSSA grants at a total of \$255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission's ongoing MHSSA Learning Collaborative.
- H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants are designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHCOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education (23MHCOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See Attachments A-1 through A-4.
- I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission
- J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants.
- K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.
- L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. Asset Responsibility. Assets, vehicles, equipment or other operational materials purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the grantee physically and financially.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
 Contract # 24MHSOAC018 A.1
MHSSA Round 4
Category 3: Sustainability

IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Nai Saechao	Name: Christina Lombard
Address: 1812 9 th Street Sacramento, CA 95811	Address: 429 N San Antonio Rd Santa Barbara, CA 93110
Phone: 916-500-0577	Phone: 805-621-2075
Fax: 916-623-4687	Fax:
Email: nai.saechao@bhsoac.ca.gov	Email: clombard@sbcbswell.org

Direct all billing inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Joseph Vecchi	Name: Christina Lombard
Address: 1812 9 th Street Sacramento, CA 95811	Address: 429 N San Antonio Rd Santa Barbara, CA 93110
Phone: 916-500-0577	Phone: 805-621-2075
Fax: 916-623-4687	Fax:
Email: accounting@bhsoac.ca.gov	Email: clombard@sbcbswell.org

V. General Requirements

The following provisions govern all deliverables:

- A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Teams and all other MHSSA Grantees.

- B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.
- C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C.)
- D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission upon request. Said meetings may be in-person, by phone or over a web-based platform.

VI. Deliverables

Grantee shall provide the programs/services set forth in its Application and incorporated into this Agreement as outlined below:

- A. QIS Coordinator. Grantee shall retain a Quality Improvement and Sustainability (QIS) Coordinator Grant Year One (See Exhibit B.)
 - 1. Qualifications. The QIS Coordinator must demonstrate knowledge of frameworks for delivery of mental health student services on K-12 school campuses in Santa Barbara County; awareness of potential funding sources and financing models for said services including expertise in funding and sustainability to optimize financial and nonfinancial assets needed to maintain and improve school mental health, as well as, experience in data collection and reporting.
 - 2. Retention. The QIS Coordinator should be hired in accordance with Grantee's Proposed Plan.
 - 3. Contractor. If the QIS Coordinator is hired through a contract, it shall be subordinate to this Agreement. (See Exhibit C.)
- B. Data Reporting. Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.
- C. Sustainability Strategy. Grantee shall develop and implement a Sustainability Strategy. Details of this strategy shall be submitted to the Commission in the Progress Reports in Grant Years Two (2) and Three (3). A summary of this

strategy will be included in the Final Report at the end of Grant Year Three (3). This Strategy shall include at least the following:

1. Funding Sources: Identify potential sources of funds sufficient to sustain MHSSA services, and reasonableness of using the identified source.
2. Assessment: Assess the potential sources. and rank them according to reasonableness, feasibility and viability.
3. Barriers: Identify barriers that could make a potential source(s) difficult to use.

D. Reports. Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In addition to Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

1. Progress Reports. Grantee shall report on the Sustainability Strategy and implementation relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. This report will include but not be limited to:
 - a. List of major project goals/objectives that are clearly defined, specific and measurable
 - b. Status on which goals/objectives have been accomplished
 - c. Barriers and challenges to development of the Sustainability Strategy and action plans to resolve them
 - d. Report on status of hiring staff/contractors, as well as retention of that staff.
2. Annual Fiscal Reports. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.
3. **Final Report. Grantee shall report on major accomplishments and significant lessons learned from their Sustainability Strategy using the Final Report Template which will be provided by the Commission.**

Attachment A-1: Sustainability TA
Attachment A-2: Data Collection TA
Attachment A-3: Partnership Development TA
Attachment A-4: Program Implementation TA

Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.
2. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.
5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.
6. Information Hub. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.
7. Communication. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.
2. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.
3. Data Collection Restrictions. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.
4. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.
5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.
6. Webinars. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.
7. Individualized Coaching. Tehama County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.
8. Toolkits & Training Materials. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018 A.1
MHSSA Round 4
Category 3: Sustainability

Exhibit A
Page 9 of 11

9. Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.
10. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.
2. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Partnership Development each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.
5. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implementing partnerships on a statewide basis.
6. Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.
7. Communication. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.
2. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.
5. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.
6. Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.
7. Communication. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC018 A.1
MHSSA Round 4
Category 3: Sustainability

Exhibit B
Page 1 of 2

EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.
- b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and return to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Behavioral Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@bhsoc.ca.gov

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 amendment to Grantee to reflect the reduced amount.
- c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.
- d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

4. Budget Detail

The total amount of this Grant Agreement shall not exceed four hundred and ~~five~~ forty-nine thousand six hundred and fifty dollars [~~\$450,000.00~~ \$449,650.00].

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
 Contract # 24MHSOAC018 A.1
 MHSSA Round 4
 Category 3: Sustainability

Deliverable	Allocated Amount	Due Date
<u>Grant Year 1*</u>		Initial payment delivered upon hiring of QIS Coordinator
Progress Report- Date	\$150,000.00	
TBD based on hiring date of QIS Coordinator	<u>\$149,500.00</u>	
Subtotal	<u>\$150,000.00</u>	
	<u>\$149,500.00</u>	
<u>Grant Year 2*</u>		
Progress Report Q1	\$50,000.00	December 31, 2025 <u>June 30, 2026</u>
Progress Report Q2	\$25,000.00	March 31, 2026 <u>September 30, 2026</u>
Progress Report Q3	\$50,000.00	June 30, 2026 <u>December 31, 2026</u>
Progress Report Q4	\$25,000.00	September 30, 2026 <u>March 31, 2027</u>
	<u>\$24,500.00</u>	
Subtotal	<u>\$150,000.00</u>	
	<u>\$149,500.00</u>	
<u>Grant Year 3*</u>		
Progress Report Q1	\$50,000.00	December 31, 2026 <u>June 30, 2027</u>
Progress Report Q2	\$25,000.00	March 31, 2027 <u>September 30, 2027</u>
Progress Report Q3	\$50,000.00	June 30, 2027 <u>December 31, 2027</u>
Final Report Q4	\$25,000.00	September 30, 2027 <u>March 31, 2028</u>
	<u>\$25,650.00</u>	
Subtotal	<u>\$150,000.00</u>	
	<u>\$150,650.00</u>	
Total	<u>\$450,000.00</u>	
	<u>\$449,650.00</u>	

*Annual Fiscal Reports are due at the end of each Grant Year.

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan). **Failure to retain a QIS Coordinator after Grant Year One may result in such a withhold.**

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds and unencumbered funds. Funds that are unearned or unencumbered shall be returned to the Commission within thirty (30) days of termination.

BHSOAC Grant Agreement
First Amendment
No. 24MHSOAC057.A1

D:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24MHSOAC057

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

County of Santa Barbara Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

Upon Signature

THROUGH END DATE

December 31, 2027

3. The maximum amount of this Agreement is:

\$300,000.00 (Three Hundred Thousand dollars and zero 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	11
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	12
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Santa Barbara Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

401 E Ocean Ave

CITY

Lompoc

STATE

CA

ZIP

93436

PRINTED NAME OF PERSON SIGNING

Antonette Navarro

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Antonette "Toni" Navarro

DATE SIGNED

3/27/2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Norma Pate

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Norma Pate
Digitally signed by Norma Pate
Date: 2025.03.28 07:56:02
+07'00'

DATE SIGNED

3/28/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 5897 (f)

BHSOAC – County of Santa Barbara Department of Behavioral Wellness
Contract # 24MHSOAC057
MHSSA Round 4
Category 4: Other Priorities

Exhibit A
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MHSSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Behavioral Health Services Oversight & Accountability Commission formerly the Mental Health Services Oversight & Accountability Commission (BHSOAC, MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the County of Santa Barbara Department of Behavioral Wellness (Grantee or Santa Barbara County) with headquarters in Lompoc, California. For the purpose of this agreement all references to the Mental Health Services Oversight and Accountability Commission shall be understood to refer to the Behavioral Health Services Oversight and Accountability Commission for the period after January 1, 2025.

II. Summary/Purpose

This grant is part of a total award of \$25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability and 4) Other Priorities. **This grant was awarded under Category 4: Other Priorities.**

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to eleven (11) Applicants under Category 4. A total of fifty-one (51) grants were awarded.

The Commission recognizes that the needs of MHSSA grantees, students and families differ from one county to another based on variables between Partnerships such as the number of school districts and the size/demographics of their student populations. In addition, grantees have learned lessons about the efficient use of MHSSA funds as adapted to these variables. The overall Purpose of this Agreement is to support the unique needs of individual MHSSA grantees, as self-identified during the competitive bid process.

III. Recitals

- A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)
- B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.
- C. Mental Health Student Services Act. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)
- D. MHSSA Partnerships. MHSSA grants shall only be awarded to a countywide “partnership” among and between a county’s mental or behavioral health department, office of education, and school districts or charter schools. A “lead agency” may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1)&(2).)
- E. Procurement. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.
- F. Incorporation by Reference. The RFA and Grantee’s Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.

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- G. Prior MHSSA Funding. The Commission previously funded three rounds of MHSSA grants at a total of \$255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission's ongoing MHSSA Learning Collaborative.
- H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHSOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education(23MHSOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See attachments A-1 through A-4.
- I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission.
- J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants, and Tehama County.
- K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.
- L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. Asset Responsibility. Assets, vehicles, equipment and other operational material purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the Grantee physically and financially.

IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during

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normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Nai Saechao	Name: Christina Lombard
Address: 1812 9 th Street Sacramento, CA 95811	Address: 401 E Ocean Ave, Lompoc, CA 93436
Phone: 916-500-0577	Phone: 805-964-4710
Fax: 916-623-4687	Fax:
Email: nai.saehao@bhsoac.ca.gov	Email: clombard@sbcbswell.org

Direct all billing inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Chelsea Yuen	Name: Tor Hargens
Address: 1812 9 th Street Sacramento, CA 95811	Address: 401 E Ocean Ave, Lompoc, CA 93436
Phone: 916-500-0577	Phone: 805-681-4781
Fax: 916-623-4687	Fax:
Email: accounting@bhsoac.ca.gov	Email: thargens@sbcbswell.org

V. General Requirements

The following provisions govern all deliverables:

- A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Team and all other MHSSA Grantees.
- B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.

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- C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C. MHSOAC Logo.)
- D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission on a quarterly basis, or upon request. Said meetings may be in-person, by phone or over a web-based platform.

VI. Deliverables

A. Other Priority Program. Grantee shall develop and implement a program to support the delivery of new or expanded priority services funded by MHSSA for the school districts in its Partnership (*Other Priority Program* or Program). This Program is identified and described in Grantee's Application at Category 4: Other Priorities, Attachment 4-3 -- Proposed Program as incorporated into this Agreement. Details of this Program process shall be submitted to the Commission in the Progress Reports, and a summary will be included in the Final Report at the end of Grant Year Three.

B. Data Reporting. Grantee shall provide to the Commission data based on the specifications and timeliness defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.

E. Reports. Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In additions to the Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

1. Progress Reports. Grantee shall report on the development and implementation of their Priority Program relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. The report will include but not be limited to:
 - a. List of major Program goals/objectives that are clearly defined, specific, and measurable
 - b. Status on which goals/objectives have been accomplished
 - c. Barriers and challenges to development and/or implementation of the Program and action plans to resolve them
 - d. Report on status of hiring staff/contractors, as well as retention of those staff

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2. Annual Fiscal Reports. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.

Attachment A-1: Sustainability TA
Attachment A-2: Data Collection TA
Attachment A-3: Partnership Development TA
Attachment A-4: Program Implementation TA

Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.
2. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.
5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.
6. Information Hub. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.
7. Communication. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.
2. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.
3. Data Collection Restrictions. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.
4. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.
5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.
6. Webinars. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.
7. Individualized Coaching. Tehama County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.
8. Toolkits & Training Materials. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

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9. Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.
10. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.
2. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Partnership Development each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.
5. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implement partnerships on a statewide basis.
6. Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.
7. Communication. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.
2. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.
5. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.
6. Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.
7. Communication. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.
- b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and submit to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Behavioral Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@bhsoac.ca.gov

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 amendment to Grantee to reflect the reduced amount.
- c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.
- d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

4. Budget Detail

The total amount of this Grant Agreement shall not exceed Three Hundred Thousand dollars [\$300,000.00].

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Deliverable	Allocated Amount*	Due Date
Grant Year 1*		
<i>Progress Report Q1</i>	\$25,000.00	December 31, 2024
<i>Progress Report Q2</i>	\$25,000.00	March 31, 2025
<i>Progress Report Q3</i>	\$25,000.00	June 30, 2025
<i>Progress Report Q4</i>	\$25,000.00	September 30, 2025
Subtotal	\$100,000.00	
Grant Year 2*		
<i>Progress Report Q1</i>	\$25,000.00	December 31, 2025
<i>Progress Report Q2</i>	\$25,000.00	March 31, 2026
<i>Progress Report Q3</i>	\$25,000.00	June 30, 2026
<i>Progress Report Q4</i>	\$25,000.00	September 30, 2026
Subtotal	\$100,000.00	
Grant Year 3*		
<i>Progress Report Q1</i>	\$25,000.00	December 31, 2026
<i>Progress Report Q2</i>	\$25,000.00	March 31, 2027
<i>Progress Report Q3</i>	\$25,000.00	June 30, 2027
<i>Final Report Q4</i>	\$25,000.00	September 30, 2027
Subtotal	\$100,000.00	
Total	\$300,000.00	

**Annual Fiscal Reports are due at the end of each Grant Year.*

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan).

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

EXHIBIT C

General Terms and Conditions

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. Antitrust Claims: The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below:
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission 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.
 - ii. "Public purchasing body" means the Commission 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 of such demand, reassign the cause of action assigned under this part if the assignor has been or may 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.
3. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.
4. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit.
6. Captions: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. Certification Clauses: The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
8. Child Support Compliance Act: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
 - a. The Grantee 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

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- b. The Grantee, 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.
9. Change of Control: In the event Grantee undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.
10. Compensation: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Grantee to further disclose such information or documents on any other occasions except as otherwise provided in the Agreement or required by law.
 - a. Grantee 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 Commission staff, Grantee's own personnel involved in the performance of this Agreement, or as required by law.
12. Contract/Agreement is Complete: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. Copyright: Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Grantee hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the

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contract, Grantee hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Grantee shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

14. Grantee-Commission Collaboration: At the request of the Commission, Grantee shall permit Commission Staff to work closely with Grantee's Staff, and Commission Staff shall be given access to Grantee's data, working papers and other written materials as needed for this purpose.
15. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.
16. Dispute Resolution:
 - a. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, BHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
 - b. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Grantee's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
 - c. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement 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.

- d. While the informal dispute or arbitration process is pending, Grantee shall proceed diligently with its performance under the Agreement.
17. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
18. Force Majeure: Neither the Commission nor the Grantee shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement 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.
19. Forum Selection: The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.
20. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
21. Gratuities and Contingency Fees: The Commission, by written notice to the Grantee, may terminate the right of Grantee to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Grantee as it could pursue in the event of the breach of the Agreement by the Grantee, 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 Grantee in providing any such gratuities to any such officer or employee.

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

The Grantee warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Grantee, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Agreement 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.

22. Indemnification: Grantee 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 Grantees, sub-grantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
23. Independent Contractor: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
24. Information Security: The Grantee 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).
25. Inspection and Enforcement: From time to time, the Commission may inspect the facilities, systems, books and records of the Grantee to monitor compliance with the Grant. Grantee shall promptly remedy any violation of any provision of the Contract and shall certify the same to the Commission in writing. The fact that the State inspects, or fails to inspect, or has the right to inspect Grantee's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Agreement. The Commission's failure to detect or the Commission's detection of any unsatisfactory practices, but failure to notify Grantee or require Grantee's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Agreement.

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26. Key Personnel: Grantee's key personnel, as may be identified in this Agreement, cannot be substituted without the Commission's prior written approval.
27. Litigation: The Commission, promptly after receiving notice thereof, shall notify the Grantee in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Grantee must provide indemnification under this Agreement.
- The failure of the State to give such notice, information, authorization or assistance shall not relieve the Grantee of its indemnification obligations. The Grantee shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, 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 Agreement and the interest of the State.
28. Loss Leader: If this Agreement 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. (Pub. Contract Code §10344(e)).
29. MHSOAC/BHSOAC Logo: The Commission hereby grants Grantee the use of the MHSOAC/BHSOAC Logo for purposes of its performance of this Agreement. Grantee understands and agrees that it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the Grantee upon request.
30. Nondisclosure: Grantee shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
31. Non-Discrimination: During the performance of this Agreement, Grantee and its sub-grantees 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. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and sub-grantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code

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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. Grantee 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 ascertaining compliance with this clause. Grantee and its sub-grantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

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

32. Notice: The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party's Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.
33. Notice of Litigation: Grantee shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
34. Permits and Licenses: The Grantee 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 Grantee shall keep informed of, observe, comply with, and cause all 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 any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the State in writing.

35. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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36. Public Hearings: If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Grantee shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Grantee's proposed budget. State shall reimburse Grantee for travel of said personnel at the contract rates for such testimony as may be requested by State.
37. Public Records Act: This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 6250 *et seq.* Under a Public Records Act Request, Grantee may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
38. Publications and Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
- a. 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).
39. Recycling Certification: The Grantee 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 Commission 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).
40. Work Product Rights: The Grantee hereby grants the Commission with Government Purpose Rights to the Work Product produced pursuant to this Agreement. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize

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recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose. Such recipients of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Grantees, California local governments, the United States Government, and the State and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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

42. Small Business Participation and DVBE Participation Reporting Requirements:

- a. If for this Agreement, Grantee made a commitment to achieve a small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841).
- b. If for this Agreement, Grantee made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).

43. State Funds: Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:

- 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.

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This provision is not intended and shall not be construed to limit any activities specified in this Agreement 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 MHSOAC.

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

44. **Subcontracts:** Prior to entering any subcontract, Contractor shall obtain the Commission's prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out. The Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.
45. **Substitutions:** Grantee's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.
46. **Survival:** The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.
47. **Termination For Cause:** The Commission may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee, pursuant to Exhibit B of this Agreement, upon demand.
48. **Termination Without Cause:** Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Grantee for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Grantee for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed.

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The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.

49. Timeliness: Time is of the essence in this Agreement.
50. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
51. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
52. Worker's Compensation: Grantee 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 its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.
53. GenAI Technology Use & Reporting: During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

**BHSOAC Grant Agreement
No. 24MHSOAC057, Executed**

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER 24MHSOAC057	AMENDMENT NUMBER 01	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

County of Santa Barbara Department of Behavioral Wellness

2. The term of this Agreement is:

START DATE

3/28/2025

THROUGH END DATE

3/31/2028

3. The maximum amount of this Agreement after this Amendment is:

\$300,000.00 (Three Hundred Thousand dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment does the following:

- Amends Exhibit A and Exhibit B.
- Extends the contract end date from December 31, 2027 to March 31, 2028.

The following exhibits are hereby attached and made part of this Agreement:

- Exhibit A Scope of Work
- Exhibit B Fiscal Detail

The parties recognize that the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) and Mental Health Student Services Act (MHSSA) has been renamed to Behavioral Health Student Services Act (BHSSA) effective January 1, 2025. All references to MHSOAC and MHSSA used in this agreement shall be read to mean BHSOAC and BHSSA.

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike through.

All other terms and conditions shall remain the same.

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.)

County of Santa Barbara Department of Behavioral Wellness

CONTRACTOR BUSINESS ADDRESS

401 E Ocean Ave

CITY

Lompoc

STATE

CA

ZIP

93436

PRINTED NAME OF PERSON SIGNING

Antonette Navarro

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Antonette "Toni" Navarro

DATE SIGNED

12/4/2025

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER 24MHSOAC057	AMENDMENT NUMBER 01	Purchasing Authority Number
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS

1812 9th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Norma Pate

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

WIC 5897 (f)

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Contract # 24MHSOAC057 A.1
MHSSA Round 4
Category 4: Other Priorities

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MHSSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Behavioral Health Services Oversight & Accountability Commission formerly the Mental Health Services Oversight & Accountability Commission (BHSOAC, MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the County of Santa Barbara Department of Behavioral Wellness (Grantee or Santa Barbara County) with headquarters in Lompoc, California. For the purpose of this agreement all references to the Mental Health Services Oversight and Accountability Commission shall be understood to refer to the Behavioral Health Services Oversight and Accountability Commission for the period after January 1, 2025.

II. Summary/Purpose

This grant is part of a total award of \$25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability and 4) Other Priorities. **This grant was awarded under Category 4: Other Priorities.**

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to eleven (11) Applicants under Category 4. A total of fifty-one (51) grants were awarded.

The Commission recognizes that the needs of MHSSA grantees, students and families differ from one county to another based on variables between Partnerships such as the number of school districts and the size/demographics of their student populations. In addition, grantees have learned lessons about the efficient use of MHSSA funds as adapted to these variables. The overall Purpose of this Agreement is to support the unique needs of individual MHSSA grantees, as self-identified during the competitive bid process.

III. Recitals

- A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)
- B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.
- C. Mental Health Student Services Act. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)
- D. MHSSA Partnerships. MHSSA grants shall only be awarded to a countywide “partnership” among and between a county’s mental or behavioral health department, office of education, and school districts or charter schools. A “lead agency” may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1)&(2).)
- E. Procurement. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.
- F. Incorporation by Reference. The RFA and Grantee’s Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.

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Contract # 24MHSOAC057 A.1
MHSSA Round 4
Category 4: Other Priorities

Exhibit A
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- G. Prior MHSSA Funding. The Commission previously funded three rounds of MHSSA grants at a total of \$255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission's ongoing MHSSA Learning Collaborative.
- H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHSOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education(23MHSOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See attachments A-1 through A-4.
- I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission.
- J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants, and Tehama County.
- K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.
- L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).
- M. Asset Responsibility. Assets, vehicles, equipment and other operational material purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the Grantee physically and financially.

IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during

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MHSSA Round 4
Category 4: Other Priorities

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normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Nai Saechao	Name: Christina Lombard
Address: 1812 9 th Street Sacramento, CA 95811	Address: 401 E Ocean Ave, Lompoc, CA 93436
Phone: 916-500-0577	Phone: 805-964-4710
Fax: 916-623-4687	Fax:
Email: nai.saehao@bhsoac.ca.gov	Email: clombard@sbcbswell.org

Direct all billing inquiries to:

Behavioral Health Services Oversight and Accountability Commission	County of Santa Barbara Department of Behavioral Wellness
Name: Chelsea Yuen	Name: Tor Hargens
Address: 1812 9 th Street Sacramento, CA 95811	Address: 401 E Ocean Ave, Lompoc, CA 93436
Phone: 916-500-0577	Phone: 805-681-4781
Fax: 916-623-4687	Fax:
Email: accounting@bhsoac.ca.gov	Email: thargens@sbcbswell.org

V. General Requirements

The following provisions govern all deliverables:

- A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Team and all other MHSSA Grantees.
- B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.

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MHSSA Round 4
Category 4: Other Priorities

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- C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C. MHSOAC Logo.)
- D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission on a quarterly basis, or upon request. Said meetings may be in-person, by phone or over a web-based platform.

VI. Deliverables

A. Other Priority Program. Grantee shall develop and implement a program to support the delivery of new or expanded priority services funded by MHSSA for the school districts in its Partnership (*Other Priority Program* or Program). This Program is identified and described in Grantee's Application at Category 4: Other Priorities, Attachment 4-3 -- Proposed Program as incorporated into this Agreement. Details of this Program process shall be submitted to the Commission in the Progress Reports, and a summary will be included in the Final Report at the end of Grant Year Three.

B. Data Reporting. Grantee shall provide to the Commission data based on the specifications and timeliness defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.

E. Reports. Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In additions to the Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

1. Progress Reports. Grantee shall report on the development and implementation of their Priority Program relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. The report will include but not be limited to:
 - a. List of major Program goals/objectives that are clearly defined, specific, and measurable
 - b. Status on which goals/objectives have been accomplished
 - c. Barriers and challenges to development and/or implementation of the Program and action plans to resolve them
 - d. Report on status of hiring staff/contractors, as well as retention of those staff

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2. Annual Fiscal Reports. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.

3. Final Report. Grantee shall report on major accomplishments and significant lessons learned from their Other Priorities Program and Partnership using the Final Report Template which will be provided by the Commission.

Attachment A-1: Sustainability TA
Attachment A-2: Data Collection TA
Attachment A-3: Partnership Development TA
Attachment A-4: Program Implementation TA

Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.
2. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.
5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.
6. Information Hub. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.
7. Communication. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.
2. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.
3. Data Collection Restrictions. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.
4. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.
5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.
6. Webinars. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.
7. Individualized Coaching. Tehama County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.
8. Toolkits & Training Materials. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

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9. Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.
10. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.
2. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Imperial County will conduct several webinars on Partnership Development each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.
5. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implement partnerships on a statewide basis.
6. Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.
7. Communication. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to “grantee” mean MHSSA grantees under this RFA.]

1. Surveys. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.
2. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.
3. Webinars. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.
4. Individualized Coaching. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.
5. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.
6. Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.
7. Communication. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

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EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.
- b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and submit to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Behavioral Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@bhsoac.ca.gov

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 amendment to Grantee to reflect the reduced amount.
- c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.
- d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

4. Budget Detail

The total amount of this Grant Agreement shall not exceed Three Hundred Thousand dollars [\$300,000.00].

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Deliverable	Allocated Amount*	Due Date
Grant Year 1*		
<i>Progress Report Q1</i>	\$25,000.00	December 31, 2024 June 30, 2025
<i>Progress Report Q2</i>	\$25,000.00	March 31, 2025 September 30, 2025
<i>Progress Report Q3</i>	\$25,000.00	June 30, 2025 December 31, 2025
<i>Progress Report Q4</i>	\$25,000.00	September 30, 2025 March 31, 2026
Subtotal	\$100,000.00	
Grant Year 2*		
<i>Progress Report Q1</i>	\$25,000.00	December 31, 2025 June 30, 2026
<i>Progress Report Q2</i>	\$25,000.00	March 31, 2026 September 30, 2026
<i>Progress Report Q3</i>	\$25,000.00	June 30, 2026 December 31, 2026
<i>Progress Report Q4</i>	\$25,000.00	September 30, 2026 March 31, 2027
Subtotal	\$100,000.00	
Grant Year 3*		
<i>Progress Report Q1</i>	\$25,000.00	December 31, 2026 June 30, 2027
<i>Progress Report Q2</i>	\$25,000.00	March 31, 2027 September 30, 2027
<i>Progress Report Q3</i>	\$25,000.00	June 30, 2027 December 31, 2027
<i>Final Report Q4</i>	\$25,000.00	September 30, 2027 March 31, 2028
Subtotal	\$100,000.00	
Total	\$300,000.00	

**Annual Fiscal Reports are due at the end of each Grant Year.*

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan).

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

XXIII. Effectiveness. The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original Agreement, except as expressly modified and superseded by the First Amended Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

XXIV. Execution of Counterparts. This First Amended 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.

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SIGNATURE PAGE TO FOLLOW