

Attachment A:

Good Sam FY 23-27 BC 24-001 AM1

**FIRST AMENDMENT
TO THE AGREEMENT
FOR SERVICES
OF
INDEPENDENT CONTRACTOR
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER
FOR
INTERIM HOUSING AND SUPPORT SERVICES**

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 24-001**, is made by and between the **County of Santa Barbara** (County), a political subdivision of the State of California and **Good Samaritan Shelter** (Contractor), with an address at P.O. Box 5908, for the continued provision of services specified herein (hereafter, First Amended Agreement).

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

WHEREAS, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 24-001, for the provision of interim housing and support services for individuals experiencing homelessness who have specialty mental health conditions and/or substance use disorder, with a total maximum contract amount not to exceed \$4,080,440, inclusive of \$94,640 for FY 2023-24, \$1,328,600 for FY 2024-25, \$1,328,600 for FY 2025-26, and \$1,328,600 for FY 2026-27 in California Department of Health Care Services Behavioral Health Bridge Housing funds, for the period of June 5, 2024, to June 30, 2027; and

WHEREAS, the parties now wish to enter into this First Amended Agreement to update certain standard terms, add 29 new beds to three additional interim bridge housing locations, add new pet care housing navigation services, commencing July 1, 2025, and add new Behavioral Health Service Act housing intervention services for rental assistance with an increase to the contract maximum of \$2,502,088 for a revised total maximum contract amount not to exceed \$6,582,528, inclusive of \$94,640 for FY 2023-24, \$1,328,600 for FY 2024-25, \$2,446,780 for FY 2025-26, and \$2,712,508 for FY 2026-27, with no change to the contract term of June 5, 2024, to June 30, 2027.

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

I. Delete Section 8. Debarment and Suspension of Standard Terms and Conditions, 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.
- B.** Contractor shall also comply with the debarment and suspension provisions set forth in EXHIBIT F Behavioral Health Bridge Housing Program Grant Funding Requirements to this Agreement.

II. Delete Section 10. Conflict of Interest of Standard Terms and Conditions, 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.

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

- 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.
- C. Contractor shall also comply with the ownership of documents and intellectual property provisions set forth in EXHIBIT F Behavioral Health Bridge Housing Program Grant Funding Requirements to this Agreement.

IV. Delete Section 14. Records, Audit, and Review of Standard Terms and Conditions, 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 F Behavioral Health Bridge Housing Program Grant Funding Requirements 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.

V. Delete Section 16. Nondiscrimination of Standard Terms and Conditions, 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 to this Agreement.

VI. Delete Section 1. Program Summary of Exhibit A-1 Interim Housing and Support Services, and replace it with the following:

1. PROGRAM SUMMARY. Contractor shall provide interim housing and housing support services (hereafter the “Program”) as described in Section 3 (Services) below to Department of Behavioral Wellness (Behavioral Wellness or BWell) for referred clients who have severe mental illness or substance use disorder and are homeless or are at risk of homelessness as more fully described in Section 5 (Clients) below. Program services shall be provided for eligible individuals residing at the following locations:

- A. Dignity Moves - 1016 Santa Barbara St. Santa Barbara 93101;
- B. Hope Village - 2131 Southside Pkwy Santa Maria 93454;
- C. Rainbow Village – 604 W. Ocean Avenue, Lompoc 93436; and
- D. La Posada Tiny Home Village - 4500 Hollister Avenue, Santa Barbara, California.

VII. Delete Section 3. Services, A & B, of Exhibit A-1 Interim Housing and Support Services, and replace it with the following:

A. **Interim Housing Units.** Contractor shall provide the following number of daily, reserved tiny home units/beds:

1. Ten (16) beds/units (5 for which shall be designated for Transition age youth ages 18-25) at Dignity Moves;
2. Ten (10) beds/units at Hope Village;
3. Three (3) beds/units at Rainbow Village; and
4. Forty (40) beds/units at La Posada Tiny Home Village.

B. **Housing Wraparound Support Services.** Contractor shall provide housing wraparound support services to clients occupying beds/units at the locations listed in Section 1 of this Exhibit to include but not limited to:

1. Intensive case management for each client;
2. Monitor clients for physical health, dental, and vision issues;
3. Assist clients with personal hygiene;
4. Assist clients with access to community support and resources including housing and employment services;
5. Provide an evening meal, breakfast, shower, laundry, mail, and locker service with each night's stay for as long as the client is a resident at all of the locations listed in Section 1 of this agreement.
6. Coordinate with the Behavioral Wellness Housing Assistance & Retention Team (HART) to begin the pre-application process for permanent supportive housing;
7. Work with clients to support developed goals for encouraging clients to transition to the least restrictive housing appropriate to the client's needs; and
8. Provide weekly case management clinical care coordination.

VIII. Delete **Section 4. Operations of Exhibit A-1 Interim Housing and Support Services,** and replace it with the following:

4. OPERATIONS.

A. **Service Location.** Contractor shall provide housing wraparound support services to clients on-site at all program service sites listed in Section 3 of this Exhibit A-1.

IX. Delete **Item C, Section 12 Cultural Competence of Exhibit A-1 Interim Housing and Support Services,** and replace it with the following:

C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; Lompoc service area (including Buellton and Solvang) – 41%.

X. Delete **Section 17. Nondiscrimination of Exhibit A-1 Interim Housing and Support Services,** and replace it with the following:

17. NONDISCRIMINATION.

A. State Nondiscrimination and Compliance (GTC 02/2025).

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 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 California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)
2. **Subcontracts.** The Contractor shall include the subsection A of Section 17 (Nondiscrimination and Compliance) of this Agreement in all subcontracts to perform work under this Agreement.

B. Federal Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.

3. Contractor shall include subsection B of Section 17 (Nondiscrimination and Compliance) of this Section 18 (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection B of Section 17 (Nondiscrimination and Compliance) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

C. Federal Equal Employment Opportunity Requirements.

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Contractor will furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by the regulation at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulation at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
7. Contractor will include subsection C (Federal Equal Employment Opportunity Requirements) of this Section and Section 18 (Additional State Contract Compliance Requirements) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by the regulation at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran’s Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

XI. Add the following Exhibit A-2, Statement of Work Housing Navigation Services:

EXHIBIT A-2
STATEMENT OF WORK: MHS
INTERIM HOUSING NAVIGATION SERVICES – PET CARE
Commencing: July 1, 2025

1. **PROGRAM SUMMARY.** Contractor shall provide interim housing navigation pet care services (hereafter the Program) to eligible Behavioral Health Bridge Housing (BHBH) tenants (hereafter referred to as tenants) or eligible BHBH clients encountered through outreach, who own pets and whose pets impact the individual from obtaining, maintaining or retaining housing (hereafter referred to as clients). Housing navigation pet care services shall consist of providing pet care, maintenance of the pet, and supplies to maintain the individual's pet. Program service to be provided at shelter/interim housing sites listed below or onsite or at a prearrange location.
 - A. Services will be provided to BHBH eligible clients at the following locations:
 1. La Posada, 4500 Hollister, Santa Barbara
 2. Hope Village, 2131 Southside Pkwy, Santa Maria
 3. Dignity Moves, 1016 Santa Barbara, Santa Barbara
 4. Bridge House, 2025 Sweeney Rd., Lompoc
 5. In the field as needed.
2. **PROGRAM GOALS.** The goals of the Program are to:
 - A. Remove or reduce barriers for eligible BHBH clients who own pets to obtain and maintain interim shelter/housing.
 - B. Improve the BHBH individual's ability to obtain, maintain and retain housing by providing housing navigation, pet care support services, and resources for pets.
 - C. Assist and support management to obtain, maintain, and retain housing by providing a BHBH individual with housing navigation pet training services.
3. **SERVICES.** Contractor shall provide supportive services for the pets of BHBH eligible tenants and BHBH outreach individual commencing on 7/1/2025, to include, but not limited to the following services:
 - A. Provide a project manager 30 hours a week to coordinate and arrange services for care of tenant's pet.
 - B. Provide training for staff with a behaviorist to enable staff to work with tenants and their pets' needs.
 - C. Arrange for a pet trainer at a minimum of one (1) day a week for 12 months to assess, train and address challenges and other pet behavioral needs with tenants that are preventing the tenant's ability to retain their housing.
 - D. Arrange for onsite mobile veterinarian care with a veterinary and veterinary technician for five (5) hours a week, twice a month, or as needed at the designated service site locations.
 - E. Provide transportation to offsite mobile clinic events for tenant and tenant's pet spays/neuters and other medical procedures for a minimum of 30 tenants annually;
 - F. Arrange for vaccines, flea treatment, dewormer, microchips and nail grooming as needed.

- G. Arrange for medical grooming for tenants' pets as needed beyond basic bathing.
 - H. Provide ancillary items for tenant's pet to include but not limited to: pet food for one year, crates, bedding, bowls, leashes, harnesses, collars, and id tags.
 - I. Arrange for boarding for pets that require additional training or when determined necessary for the tenant needing an adjustment period without their pets.
 - J. Arrange and cover cost for urgent and emergency veterinarian care that a mobile unit cannot address.
4. **CLIENT ELIGIBILITY.** The Program will serve a minimum of thirty (30) who own pets and are BHBH eligible individuals who are:
- A. Tenants who have been screened and referred by Behavioral Wellness County; or
 - B. Outreach individuals who have been screened and referred by Behavioral Wellness County.
 - C. Qualifying clients will include individuals with a diagnosed mental illness and/or substance use disorders, or who are a Community Assistance, Recovery, and Empowerment (CARE) Program participant, who are homeless based on the following criteria:
 - 1. An individual who lacks adequate nighttime residence;
 - 2. An individual with a primary residence that is a public or private place not designed for or ordinarily used for habitation;
 - 3. An individual living in a shelter; or
 - 4. An individual exiting an institution (including incarceration) into homelessness. If exiting an institution, individuals are considered "homeless" if they were experiencing homelessness immediately prior to entering that institution, regardless of length of stay.
5. **STAFF REQUIREMENTS.** Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by the Director of the Department of Behavioral Wellness or designee in writing. Amendments to these requirements do not alter the Maximum Contract Amount and do not require a formal amendment to this Agreement.
- A. Program staff shall consist of 1 full-time equivalent (FTE) staff as follows:
 - 1. 0.75 FTE Project Manager who shall provide project management for the tenants at the various locations identified EXH A-2, 1. A.; and
 - 2. 0.25 FTE Supervisor who shall provide support and supervisor for the Project Manager. case management for tenants.
6. **REPORTS.**
- A. **Statistical Reports.** Contractor shall maintain records and make statistical reports monthly or as required by County, Advocates for Human Potential (AHP), and the State Department of Health Care Services (DHCS) or applicable agency, on forms provided by either agency to include but not limited to the following information:
 - 1. Date and type of services provided.
 - 2. Demographics.
 - 3. Number of residents served (minimum of 30 clients annually).

4. Number of clients who received housing navigation pet training assistance and supportive services to maintain housing.
5. Number of clients who received housing navigation pet veterinarian care and supportive services to maintain housing.
6. Number of tenants who received transportation to offsite mobile clinic events for pets to be spayed/neutered and other medical procedures for a minimum of 30 tenants.
7. Number of clients who received vaccines, flea treatment, dewormer, microchips and nail grooming for their pet.
8. Number of tenants who received assistance for medical grooming for tenants' pets as needed beyond basic bathing.
9. Number of tenants who received ancillary items for tenant's pet to include but not limited to: pet food for one year, crates, bedding, bowls, leashes, harnesses, collars, and id tags
Number of pets served.
10. Number of clients who received boarding for pets that require additional training or when determined necessary for the tenant needing an adjustment period without their pets.
11. Number of clients who received urgent and emergency veterinarian care that a mobile unit could not address.
12. Percent clients discharged by program against client choice due to a pet issue (attach any information about evictions/terminations (Goal of ≤ 10))
13. Number of outreach individuals housed.
14. Number of residents exited.
 - a. Location upon exit.
15. Average length of stay.

B. Annual Mandatory Training Report. Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests, and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.

C. Additional Reports.

1. Contractor shall maintain records and make statistical reports as required by County and AHP (grant administrator), DHCS or other government agency, on forms provided by or acceptable to the requesting agency.
2. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

7. CONFIDENTIALITY.

A. Contractor agrees, and Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code

(USC) Section 290 dd-2; Title 42 Code of Federal Regulations (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 seg and Section s14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Section 14 (Confidentiality of Information) of the MHP (Contract No. 22-20133); Section 5 (Confidentiality of Information) of the County’s BHBH grant agreement with AHP, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, and the Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

- B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. Contractor shall comply with Exhibit F to the MHP (Contract No. 22-20133) 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 MHP from County to perform functions, services, or activities specified in this Agreement.
- D. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy, involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the MHP 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 paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

8. CULTURAL COMPETENCE.

- A. **Report on Capacity.** Contractor 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. Communicate in Preferred Language.** At all times, the Contractor’s Program(s) shall be staffed with personnel who can communicate in the members preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County’s threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; Lompoc service area (including Buellton and Solvang) – 41%.
- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture 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 also be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if members identify Spanish as their preferred language, as specified in subsection B above.
- F. Measurable Outreach.** 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.
- G. Proficiency Testing.** 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.** Contractor 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. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 - 4. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting.*
- B. Notice of Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - 1. Suspected or actual misappropriation of funds under Contractor’s control
 - 2. Legal suits initiated specific to the Contractor’s practice;
 - 3. Initiation of criminal investigation of the Contractor; or
 - 4. Breach of Privacy Laws.
- C. Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the

member’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client’s care, or the applicable Regional Manager should any of the following occur:

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

D. Definition of “Immediately.” “Immediately” means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

E. Notice to Contracts Division. Contractor may contact bwellcontractsstaff@sbcbswell.org for any contractual concerns or issues.

10. COLLABORATIVE MEETINGS.

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.

11. TRAINING REQUIREMENTS.

A. Contractor shall ensure that all staff completes mandatory trainings including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter;

1. Behavioral Wellness Code of Conduct;
2. Consumer and Family Culture;
3. Cultural Competency; and
4. HIPAA Privacy and Security.

12. NONDISCRIMINATION.

A. State Nondiscrimination and Compliance (GTC 02/2025).

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 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 California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as

CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

2. **Subcontracts.** The Contractor shall include the subsection A of Section 12 (Nondiscrimination and Compliance) of Exhibit A-2 of this Agreement in all subcontracts to perform work under this Agreement.

B. Federal Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.
3. Contractor shall include subsection B of Section 12 (Nondiscrimination and Compliance) of this Exhibit A-2 (Statement of Work) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection B of Section 12 (Nondiscrimination and Compliance) and of this Section 13 (Additional State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

C. Federal Equal Employment Opportunity Requirements.

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state Contractor's obligation under the law

to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
7. Contractor will include subsection C (Federal Equal Employment Opportunity Requirements) of Section 12 and Section 13 (Additional State Contract Compliance Requirements) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating

to Equal Employment Opportunity,” and as supplemented by the regulation at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran’s Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

D. Subcontracts. The Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 12 and 13, respectively) in all subcontracts to perform work under this Agreement.

13. ADDITIONAL PROVISIONS.

- A. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.
- B. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).
- C. Contractor agrees to comply with all applicable federal and state law, particularly the statutes and regulations incorporated by reference herein. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations, but either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- D. Contractor agrees to comply with the provisions of Exhibit F (Behavioral Health Bridge Housing Program Grant Funding Requirements) attached hereto.
- E. Contractor will meet with County representatives, as needed, to review tenancies and services to ensure the supportive services for program individuals is providing the necessary outcomes.

XII. Add the following Exhibit A-3, Statement of Work Housing Intervention Rental Assistance:

**EXHIBIT A-3 BHSA
STATEMENT OF WORK
HOUSING INTERVENTIONS RENTAL ASSISTANCE PROGRAM**

- 1. **PROGRAM SUMMARY.** The Contractor shall provide short term rental assistance for Behavioral Health Services Act (BHSA) eligible individuals when their Medi-Cal Transitional Rent benefit expires or they do not qualify for the Transitional Rent benefits through the County of Santa Barbara’s Medi-Cal Managed Care Plan, CenCal, but meet qualifications for BHSA rental assistance.
- 2. **PROGRAM OBJECTIVES.**
 - A. Reduce homelessness by providing rental assistance for BHSA eligible populations experiencing homelessness, at risk of homelessness or chronically homeless members who

are also experiencing homelessness and exiting incarceration, institutionalization or otherwise meet full-service partnership criteria.

3. SERVICES. Contractor shall provide the following services:

- A. After receiving authorization from the County of Santa Barbara Department of Behavioral Wellness (BWell), Contractor shall coordinate services, including collaboration on the Housing Support Plan, and rental assistance with BWell staff and the MCP to ensure housing interventions are not used for services covered by the MCP.
- B. Utilize BHSA Housing Intervention funding for rental assistance for BHSA eligible individuals for up to six months or 12 months in interim settings if member is not eligible through the MCP:
 - 1. Contractor shall issue all rental subsidies and housing support services directly to property owners, managers, utilities, vendors, or housing agencies.
- C. Provide utilities payment assistance, if needed.
- D. Provide Participant Assistance funding, if needed.
- E. Communicate with Behavioral Wellness Staff the following information:
 - 1. Member’s housing placement;
 - 2. Supportive services once member is housed;
 - 3. Involve BWell staff in creation of the Housing Support Plan;
 - 4. Ongoing updates on member and member’s needs once member is housed;
 - 5. Submit monthly caseload summary of active caseloads to ensure collaboration with BWell of housing placements for members.

4. ADDITIONAL SERVICES. (Reserved)

5. OPERATIONS.

- A. **Rent Calculation.** Contractor shall use Department of Housing and Urban Development (HUD) Small Area Fair Market Rent Calculator to identify the upper limit of rental assistance payments. Small Area Fair Market Rent calculator is located at:

[FY2026 Advisory Small Area FMR Lookup System -- Select Geography](#)

- B. **Habitability Standards.** BHSA Housing Interventions shall only be used in connection with housing settings that meet minimum standards for habitability. Contractor shall verify Habitability Standards by doing the following:
 - 1. NSPIRE standards. All units are subject to HUD quality requirements and will be required to meet a new set of [standards](#) titled the National Standards for the Physical Inspection of Real Estate (NSPIRE); **or**
 - 2. California Code Habitability Standards. Contractor may submit an attestation that the housing is habitable as defined by state law (see, e.g., [California Civil Code sections 1941, 1941.1, 1941.3](#)) and meets applicable state and local building standards as an alternative to NSPIRE standards. Inspection costs associated may be included in the budget for this contract.

- C. **Minimum Quality Standards.** Contractor shall verify that all settings for which Housing Interventions are expended meet minimum quality standards. These standards are in alignment with the standards identified under Transitional Rent.
- D. **Allowable Settings.** Contractor shall only provide rental assistance in the following allowable settings:
1. Department of Health Care Services (DHCS) defines “permanent” settings as those with a renewable lease agreement with a term of at least one month.
 - i. A setting that can be permanent or interim is considered permanent if the member has a renewable lease agreement.
 - ii. Where there is not lease agreement or the lease term is not renewable then the setting is considered interim.
 2. **Time Limited Interim Settings.**
 - i. Hotel and motel stays;
 - ii. Non-congregate interim housing models;
 - iii. Congregate settings that have four or less individuals per room and sufficient common space including kitchens, living rooms and bathrooms (not larger dormitory sleeping halls);
 - iv. Tiny homes, emergency sleeping cabins, emergency stabilization units; and
 - v. Peer respite.
 3. **Non-Time-Limited Permanent Settings.**
 - i. Supportive housing;
 - ii. Apartments, including master-lease apartments;
 - iii. Single and multi-family homes;
 - iv. Housing in mobile home communities;
 - v. Single room occupancy units (Can be interim or permanent; if interim, Housing Interventions is limited to 6 months for those who have exhausted Transitional Rent or 12 months for those who are not eligible for Transitional Rent);
 - vi. Accessory dwelling units, including Junior Accessory Dwelling Units;
 - vii. Tiny Homes (Only considered permanent if the settings have the hallmarks of a permanent setting such as requiring a lease, require payment of rent, has reasonable and ease of access to private bathrooms, kitchen areas, and utilities. Additionally, the settings must not have restrictive rules pertaining to curfews or having guests and has sufficient infrastructure to function as a permanent site.)
 - viii. Shared housing; and
 - ix. License-exempt room and board.
- E. **Family Housing.** A member should be housed in a setting that is appropriate to accommodate the member’s family, which may include, for example, a partner or spouse or one or more children. A member should be housed in a setting that provides the smallest number of bedrooms necessary to house the member’s family without overcrowding and that meets the

family needs, including the unique needs of individuals with disabilities and pregnant and postpartum individuals and families.

F. Individual Contribution Towards Rent. Contractor shall utilize 30 percent of member's income, including SSI, and apply it to rent in permanent settings.

1. Contractor shall utilize BHSA Housing Intervention funds only for the portion of rent not covered by members' income as verified through documentation.
2. Eligible individuals will not be denied BHSA Housing Interventions assistance due to lack of income. If income is zero, tenant pays zero.

G. Duration of Rental Assistance.

1. Time Limited Interim Settings.

- i. In interim settings, members are eligible for an additional six months of rental assistance when CenCal Transitional Rent expires; or
- ii. If member has been rejected for Transitional Rent benefit or is ineligible for Transitional Rent benefit, then member **MAY** be eligible for up to 12 months rental assistance in a time-limited interim setting if other eligibility criteria is met to qualify for BHSA Housing Interventions.

2. Non-Time Limited Permanent Settings.

- i. In permanent settings, member is eligible for up to six months rental assistance

H. Allowable Utilities Services.

1. Contractor may include utilities cost (electricity, natural gas, water, sewer services, trash collection and internet not covered by the rental agreement) in the Rental Assistance requests; and
2. BWell must authorize utility services and may be authorized for up to six months' utilities payments.

G. Participant Assistance Funds. Contractor may also request BHSA member assistance funding only if the cost is not covered through MCP Community Supports, or the benefit has been exhausted and there is no other available funding source. Contractor shall do the following:

1. Determine that the costs cannot be covered through the MCP Community Supports benefit, including rental deposits;
2. Request rental deposits for members not eligible for rental deposits through the MCP Community Supports Benefit;
3. Request pet deposits for members, including members receiving Transitional Rent benefit;
4. Contractor may request funding for the following:
 - i. Housing application fees;
 - ii. Renter's insurance
 - iii. Fees for credit reports;
 - iv. Security deposits;

- v. Utility deposits;
- vi. Storage fees
- vii. Pet deposits and other pet fees; and
- viii. Move-in costs, including costs associated with establishing a household such as:
 - a. Food;
 - b. Hygiene products; and
 - c. Moderate furnishings (including but not limited to items such as a bed, tables and chairs, cleaning tools, and other supplies that people need to settle into housing).

6. MEMBERS.

A. BHSA Rental Assistance Eligibility. Contractor must contact BWell to confirm BHSA eligibility of the member. To be eligible for Rental Assistance, an individual must meet both of the following factors:

- 1. Eligible populations are those that meet criteria for Medi-Cal specialty mental health services Eligibility criteria for BHSA services are aligned with Medi-Cal specialty mental health services (SMHS) access criteria, and/or
- 2. Have at least one diagnosis of a moderate or severe substance use disorder from the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders; and
- 3. **Homelessness.** As defined in W&I Code section 5830, individuals must meet the BHSA eligibility requirements, identified in this policy manual and meet the definition of:
 - i. At-Risk of Homelessness; or
 - ii. Experiencing Homelessness, or
 - iii. Chronically Homeless, with a focus on those in encampments.
- 4. Have exhausted the Transitional Rent Medi-Cal/Cen-Cal benefit (six months), or
- 5. Have been determined ineligible for Transitional Rent by their MCP.
- 6. All member must be receiving Community Supports including Tenancy Sustaining Services as a part of their requirement as a Community Support provider for MCP and as a requirement to of eligibility for Rental Assistance.

7. REFERRALS. Referrals are limited to those being served by the contractor and receiving MCP Community Supports from the contractor.

8. AUTHORIZATION, REAUTHORIZATION, INTAKE, AND ADMISSION PROCESS.

- A.** Contractor must receive authorization from BWell before issuing rental assistance.
 - 1. It is at the discretion of BWell whether to fund rental subsidies or interim housing for BHSA eligible members based on funding availability.
- B.** In interim settings, member may be eligible for an additional six months of rental assistance when Transitional Rent expires.

1. Contractor must receive authorization from BWell before issuing rental assistance for an additional months.

9. EXCLUSION CRITERIA.

- A. Members are not permitted to receive rental subsidies under BHSA so long as Transitional Rent through the MCP is available to the member.

10. DOCUMENTATION REQUIREMENTS.

- A. Contractor shall document, in the Smartsheet provided by BWell, the following information for members, to include:

1. Type of setting requesting rental assistance;
2. Small Area Fair Market Value;
3. Requested monthly amount of rental assistance;
4. Number of months BHSA rental assistance is requested including planned transition date when BHSA rental assistance is no longer available;
5. Requested Participant Assistance Funds, if applicable;
6. Client contribution to the rent;
7. Copy of the tenant's lease if lease is required
8. Additional utilities coverage or deposits (security or pet) requested;
9. Homelessness Verification and Status (Chronically Homeless, Homeless, At Risk). Homeless verification can be provided by a Third-party with documentation to include the following:
 - i. A written statement from an outreach worker or other direct service provider;
 - ii. Homeless Management Information System record documenting that the individual is homeless, chronically homeless or at risk of homelessness;
 - iii. A written statement from a discharge planner or other staff of an institution documenting the date the individual was discharged and that the individual was experiencing homelessness at the time they entered the institution;
 - iv. An eviction notice or other formal notification from a landlord that the individual has less than 30 days before they will be required to leave their current housing; or
 - v. A written statement from a victim service provider stating that the individual is fleeing domestic violence and has no safe housing options.

10. BHSA Eligibility Verification Request;

11. Verification of Housing Quality Standards;

12. Verification that member is receiving Community Supports;

13. Attach copy of Housing Support Plan; and

14. Updated Housing Support Plan attached within 5 days when a change occurs or within 10 calendar days after the end of the month.

- B. **Homeless Management Information System**. Contractor shall ensure that all documentation used to verify Homelessness and Serious Behavioral Health Conditions is

written or accessible in the Homeless Management Information System (HMIS) and Coordinated Entry System in accordance with guidance provided at <https://www.countyofsb.org/4452/HMIS-and-CES-FAQ>.

C. Fiscal Documentation Requirements.

1. Contractor shall maintain records of all payments made on behalf of members and submit a monthly report detailing such payments. Each report shall include the client name, homeless status (chronic vs. at risk vs. homeless), type of housing payment, client contribution to rent, housing placement name, housing setting type, amount of rental assistance issued, and the cumulative total of all prior payments made on behalf of each member. Reports shall be submitted within thirty (30) days following the end of each month.
2. Contractor shall also track and separately report any pet or housing-related deposits, and shall identify and deduct any refunded deposit amounts from invoiced totals.

11. **DISCHARGE. (Reserved)**

12. **NON-REIMBURSEMENT. (Reserved)**

13. **REPORTING AND MONITORING. (Reserved)**

14. **STAFFING. (Reserved)**

15. **PROGRAM GOALS, OUTCOMES AND MEASURES. (Reserved)**

XIII. Delete Section II, Maximum Contract Amount of Exhibit B Financial Provisions in its entirety and replace it with:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$6,582,528, inclusive of \$94,640 for FY 23-24, \$1,328,600 for FY 24-25, \$2,446,780 for FY 25-26, and \$2,712,508 for FY 26-27 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.

XIV. Add the following Section VII Transitional Rent Rate to Exhibit B Financial Provisions:

VII. TRANSITIONAL RENT RATES.

A. Rate.

1. Effective January 1, 2026, clients who meet certain eligibility criteria may qualify for up to six months of Transitional Rent assistance through their managed care plan. For any client approved for Transitional Rent, the Contractor shall deduct the amount of Transitional Rent payments received on behalf of that client from the amount billed to the County.
2. As of the date of this Agreement, the monthly rental assistance rate has not yet been determined. The Contractor will work in consultation with the County and the managed care plan to establish a mutually agreed-upon rate.

XV. Delete Exhibit B-1 – MHS (Schedule of Rates and Contracts Maximum) in its entirety and replace it with the following:

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

CONTRACTOR NAME: Good Samaritan

FISCAL YEAR: 2023-2024
(June 5, 2024 - June 30, 2024)

Contracted Service	Service Type	Program	Reimbursement Method	Bed Allocation	Rate	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Services	Interim Housing & Supportive Services	La Posada	Fee-For-Service	40	\$91	\$94,640
						\$94,640

Contract Maximum by Program & Estimated Funding Sources			Total
Funding Sources (3)	PROGRAM(S)		
	La Posada (1)		
Behavioral Health Bridge Housing Grant	\$ 94,640		\$ 94,640
TOTAL CONTRACT PAYABLE FY 23-24	\$ 94,640		\$ 94,640

CONTRACTOR SIGNATURE:

DocuSigned by:
Sylvia Barnard
30A0156ACCF04BA...

FISCAL SERVICES SIGNATURE:

Signed by:
Christopher Jones
D92F0972058F48B...

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

CONTRACTOR NAME:

Good Samaritan

FISCAL YEAR: 2024-2025

Contracted Service	Service Type	Program	Reimbursement Method	Bed Allocation	Rate	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Services	Interim Housing & Supportive Services	La Posada	Fee-For-Service	40	\$91	\$1,328,600
						\$1,328,600

Contract Maximum by Program & Estimated Funding Sources			Total
Funding Sources (3)	PROGRAM(S)		
		La Posada	
Behavioral Health Bridge Housing Grant	\$ 1,328,600		\$ 1,328,600
TOTAL CONTRACT PAYABLE FY 24-25	\$ 1,328,600		\$ 1,328,600

CONTRACTOR SIGNATURE:

DocuSigned by:
Sylvia Barnard
30A0156ACCF04BA...

FISCAL SERVICES SIGNATURE:

Signed by:
Christopher Jones
D92F0972058F48B...

SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Good Samaritan

FISCAL YEAR: 2025-2026

Contracted Service	Service Type	Program	Reimbursement Method	Bed Allocation	Rate (2)	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Services	Interim Housing & Supportive Services	La Posada	Fee-For-Service	40	\$91	\$1,328,600
		Dignity Moves Santa Barbara (1)	Fee-For-Service	16	\$112	\$654,080
		Hope Village (1)	Fee-For-Service	10	\$88	\$321,200
		Housing Navigation - Pet Care	Cost Reimbursement	N/A	N/A	\$142,900
						\$2,446,780

Contract Maximum by Program & Estimated Funding Sources						Total
Funding Sources	PROGRAM(S)					
	La Posada	Dignity Moves Santa Barbara	Hope Village	Housing Navigation - Pet Care		
Behavioral Health Bridge Housing Grant	\$ 1,328,600	\$ 654,080	\$ 321,200	\$ 142,900		\$ 2,446,780
TOTAL CONTRACT PAYABLE FY 25-26:	\$ 1,328,600	\$ 654,080	\$ 321,200	\$ 142,900		\$ 2,446,780

CONTRACTOR SIGNATURE:

DocuSigned by:
Sylvia Barnard
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FISCAL SERVICES SIGNATURE:

Signed by:
Christopher Jones
 D92F0972058F48B...

(1) Dignity and Hope Facilities: County will pay beds actually utilized until contractor reaches the 16 & 10 bed capacity, then County will pay for 16 and 10 beds regardless of actual utilization.

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

CONTRACTOR NAME:

Good Samaritan

FISCAL YEAR: 2026-2027

Contracted Service	Service Type	Program	Reimbursement Method	Bed Allocation	Rate (2)	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Services	Interim Housing & Supportive Services	La Posada	Fee-For-Service	40	\$91	\$1,328,600
		Dignity Moves Santa Barbara (1)	Fee-For-Service	16	\$112	\$654,080
		Hope Village (1)	Fee-For-Service	10	\$88	\$321,200
		Rainbow Village	Fee-For-Service	3	\$53.50	\$58,583
		Navigation - Pet Care	Cost Reimbursement	N/A	N/A	\$150,045
	Rental Assistance	BHSA Housing Interventions	Cost Reimbursement	N/A	N/A	\$200,000
						\$2,712,508

Contract Maximum by Program & Estimated Funding Sources							
Funding Sources (3)	PROGRAM(S)						Total
	La Posada	Dignity Moves Santa Barbara	Hope Village	Rainbow Village	Housing Navigation - Pet Care	BHSA Housing Interventions	
Behavioral Health Bridge Housing Grant	\$ 1,328,600	\$ 654,080	\$ 321,200	\$ 58,583	\$ 150,045	\$ -	\$ 2,512,508
BHSA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
TOTAL CONTRACT PAYABLE FY 26-27:	\$ 1,328,600	\$ 654,080	\$ 321,200	\$ 58,583	\$ 150,045	\$ 200,000	\$ 2,712,508

DocuSigned by:

CONTRACTOR SIGNATURE:

Sylvia Barnard
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Signed by:

FISCAL SERVICES SIGNATURE:

Christopher Jones
D92F0972058F48B...

(1) Dignity and Hope Facilities: County will pay beds actually utilized until contractor reaches the 16 & 10 bed capacity, then County will pay for 16 and 10 beds regardless of actual utilization.

(2) Effective January 1, 2026, clients who meet certain eligibility criteria may qualify for up to six months of Transitional Rent assistance through their managed care plan. For any client approved for Transitional Rent, the Contractor shall deduct the amount of Transitional Rent payments received on behalf of that client from the amount billed to the County.

XVI. Add the following Exhibit B-2 – MHS (Entity Budget):

**Santa Barbara County Department of Behavioral
Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Good Samaritan Shelter
COUNTY FISCAL YEAR: FY 2025-2026

LINE #	COLUMN #	1	2	3
	I. REVENUE SOURCES:		Total Behavioral Wellness (Cost Reimbursement Programs Only)	Care 4 Paws
1	Contributions		\$ -	
2	Foundations/Trusts		\$ -	
3	Miscellaneous Revenue		\$ -	
4	SB Co Behavioral Wellness Funding		\$ 142,900	142,900
5	SB Co CWS		\$ -	
6	Rental Income		\$ -	
7	Total Other Revenue		\$ 142,900	\$ 142,900
	II. Client and Third Party Revenues:			
8	Client Fees			
9	SSI			
10	Total Client and Third Party Revenues		\$ -	
11	GROSS PROGRAM REVENUE BUDGET		\$ 142,900	\$ 142,900

	III. DIRECT COSTS		Total Behavioral Wellness (Cost Reimbursement Programs Only)	Care 4 Paws
	III.A. Salaries and Benefits Object Level			
12	Salaries (Complete Staffing Schedule)		\$ -	-
13	Employee Benefits		\$ -	-
14	Payroll Taxes		\$ -	-
15	Salaries and Benefits Subtotal		\$ -	\$ -
	III.B Services and Supplies Object			
16	Transportation (Gas)		\$ 3,000	\$ 3,000
17	Pet Family Support (Boarding, Training, Grooming, Pet Food)		\$ 48,000	\$ 48,000
18	Veterinary Service Costs		\$ 87,800	\$ 87,800
19	Services and Supplies Subtotal		\$ 138,800	\$ 138,800
20	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		-	
21				
22	SUBTOTAL DIRECT COSTS		\$ 138,800	\$ 138,800
23	IV. INDIRECT COSTS			
24	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 4,100	\$ 4,100
25	GROSS DIRECT AND INDIRECT COSTS		\$ 142,900	\$ 142,900

**Santa Barbara County Department of Behavioral
Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Good Samaritan Shelter
COUNTY FISCAL YEAR: FY 2026-2027

LINE#	COLUMN #	1	2	3
	I. REVENUE SOURCES:		Total Behavioral Wellness (Cost Reimbursement Programs Only)	Care 4 Paws
1	Contributions		\$ -	
2	Foundations/Trusts		\$ -	
3	Miscellaneous Revenue		\$ -	
4	SB Co Behavioral Wellness Funding		\$ 150,045	150,045
5	SB Co CWS		\$ -	
6	Rental Income		\$ -	
7	Total Other Revenue		\$ 150,045	\$ 150,045
	II. Client and Third Party Revenues:			
8	Client Fees			
9	SSI			
10	Total Client and Third Party Revenues		\$ -	
11	GROSS PROGRAM REVENUE BUDGET		\$ 150,045	\$ 150,045

	III. DIRECT COSTS		Total Behavioral Wellness (Cost Reimbursement Programs Only)	Care 4 Paws
	III.A. Salaries and Benefits Object Level			
12	Salaries (Complete Staffing Schedule)		\$ -	-
13	Employee Benefits		\$ -	-
14	Payroll Taxes		\$ -	-
15	Salaries and Benefits Subtotal		\$ -	\$ -
	III.B Services and Supplies Object			
16	Transportation (Gas)		\$ 3,150	\$ 3,150
17	Pet Family Support (Boarding, Training, Grooming, Pet Food)		\$ 50,400	\$ 50,400
18	Veterinary Service Costs		\$ 92,190	\$ 92,190
19	Services and Supplies Subtotal		\$ 145,740	\$ 145,740
20	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		-	
21				
22	SUBTOTAL DIRECT COSTS		\$ 145,740	\$ 145,740
23	IV. INDIRECT COSTS			
24	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 4,305	\$ 4,305
25	GROSS DIRECT AND INDIRECT COSTS		\$ 150,046	\$ 150,045

XVII. Add the following Exhibit D – Certification Regarding Lobbying:

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

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients must certify and disclose accordingly.

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


By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2.

Good Samaritan Shelter
 Name of Contractor

Contract / Grant Number
 6/10/2026

Date

Sylvia Barnard
 Person Signing for Contractor

DocuSigned by:

 30A0156ACCF04BA...
 Signature of Person Signing for Contractor

Executive Director
 Title

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

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

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

Attachment 2 CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: — a. contract — b. grant — c. cooperative agreement — d. loan — e. loan guarantee — f. loan insurance	2. Status of Federal Action: — a. bid/offer/application — b. initial award — c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier , if known: Congressional District, If known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.		
Signature:		
Print Name:		
Title:		
Telephone Number:		
Date:		
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

XVIII. Add the following Section H. Byrd Anti-Lobbying Amendment to Exhibit F Behavioral Health Bridge Housing Program Grant Funding Requirements:

H. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352).

The Contractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

XIX. Add the following Section I. Clean Air Act of Standard Terms and Conditions of Exhibit F Behavioral Health Bridge Housing Program Grant Funding Requirements:

I. CLEAN AIR ACT. (Applicable to federally funded agreements in excess of \$150,000.)

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.
2. Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XX. Add the following Section J. Federal Water Pollution Control Act of Exhibit F Behavioral Health Housing Program Grant Funding Requirements:

J. FEDERAL WATER POLLUTION CONTROL ACT. (Applicable to federally funded agreements in excess of \$150,000.)

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.
2. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XXI. Add the following Exhibit G General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA):

EXHIBIT G
GENERAL PROVISIONS
STATE PERFORMANCE REQUIREMENTS
BEHAVIORAL HEALTH SERVICES ACT (BHSA)
AND
SUBSTANCE USE PREVENTION AND RECOVERY SERVICES (SUBG)

This Agreement shall be governed by and construed in accordance with all laws and regulations and policies and procedures governing the California Department of Health Care Services (hereafter referred to as DHCS) State Performance Agreement (Agreement No. 26-60060 which administers the Behavioral Health Services Act, Lanterman- Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan- McCorquodale Act.

Any BHSA program services operated under this Agreement to Medi-Cal members residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit(s) A- {add number} through A- {add number}, unless separately and specially set forth in the this General Provision or scope of work specific to each program.

County of Responsibility is defined as “the county of responsibility shall be the county whose county department is responsible for determining the initial and continuing Medi-Cal eligibility for a person or family. The appropriate county of responsibility shall be determined in accordance with the California Code Title 22 section 50120.”

1. PERFORMANCE.

- A.** Contractor must meet certain conditions and requirements to receive funding for these programs and services, as set forth in this County Performance Contract 26-60060 (hereafter referred to as the Contract or Agreement), as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, and 5897. Contractor agrees to comply with all of the conditions and requirements described herein.
- B.** Contractor must implement the BHSA consistent with this Contract (which is executed pursuant to W&I section 5897), applicable law and regulations, the BHSA County Policy Manual (hereafter referred to as the BHSA Policy Manual), and other applicable DHCS guidance. <https://policy-manual.mes.dhcs.ca.gov/behavioral-health-services-act-county-policy-manual/LIVE/>.
- C.** The defined terms enumerated in the BHSA Policy Manual apply to this Contract, except as otherwise provided.
- D.** To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation or DHCS guidance issued pursuant to W&I section 5963.05 (or other applicable bulletin authority), Contractor must comply with the statute, regulation, or guidance, and the conflicting Contract provision will no longer be in effect.
- E.** There a requirement provided or referenced herein has an effective date that differs from the effective date of this Contract, Contractor is required to comply with the requirement as of its applicable effective date.

- F. All terms and conditions set forth in the BHSA Policy Manual are hereby incorporated by reference and made a part of this Contract as if fully set forth herein.
- G. Contactor must submit all deliverables required in this Contract in the schedule, form, and manner specified by County.
- H. The Integrated Intergovernmental Agreements General Provisions Exhibit AA applies to the federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. Contractor agrees to comply with all of the conditions and requirements described herein.
- I. For Substance Uses Grant services, Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75 to applies to those services along with the State Performance requirements and standards.

2. GENERAL REQUIRMENTS. Contract shall adhere to W&I section 5651(b) incorporated into this Contract. Contractor must:

- A. Comply with the expenditure requirements of W&I section 17608.05;
- B. Provide services to persons receiving involuntary treatment as required by the LPS Act (commencing with W&I section 5000) and the Children’s Civil Commitment and Mental Health Treatment Act of 1988 (commencing with W&I section 5585);
- C. Comply with all of the requirements necessary for Medi-Cal reimbursement provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 of the Bronzan-McCorquodale Act (commencing with W&I section 5700) , and submit cost reports and other data to County in the form and manner determined by County;
- D. Comply with all provisions and requirements in law pertaining to patient rights;
- E. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the PATH, MHBG, and SUBG programs;
- F. Provide all data and information set forth in W&I sections 5610 and 5664; and
- G. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Behavioral Health Services Act.

3. AMERICANS WITH DISABILITIES ACT. County agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 United States Code (USC) § 794d), the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), and the implementing regulations, including 36 Code of Federal Regulations (CFR) Part 1194 and 28 CFR Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

4. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia

and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine County is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this Contract. The State must provide County advance written notice of such termination, allowing County at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

5. **MEDI-CAL VERIFICATION AND ENROLLMENT.** Contractor shall:
 - A. Verify an individual enrollment in Medi-Cal;
 - B. If the individual is not enrolled, refer the individual for eligibility screening and enrollment support; and
 - C. Check Medi-Cal enrollment on an ongoing basis.

6. **ELIGIBLE AND PRIORITY POPULATIONS.** Contractor shall comply with BHSA requirements concerning eligibility for and prioritization of services, as described in BHSA Policy Manual section 2.B.3 and any other applicable DHCS guidance.
 - A. **Eligible Populations.** Contractor shall limit BHSA services to eligible children and youth and eligible adults and older adults, as defined in W&I section 5892(k). BHSA eligible populations are not required to be enrolled in the Medi-Cal program. (W&I § 5892(k)(7)-(8).)
 - B. **Priority Populations.** Contractor must prioritize BHSA services to the populations enumerated in W&I section 5892(d).

7. **REPORTING, DATA SUBMISSION, AND DATA SHARING REQUIREMENTS.**
 - A. **Behavioral Health Outcomes, Accountability, And Transparency Report.** Contractor must submit an annual Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) to County to consistent with BHSA Policy Manual section 4 and any other applicable DHCS guidance. (W&I § 5963.04.)
 - B. Contractor must comply with all data and information submission requirements specified in State and federal law, this Contract, and all applicable DHCS guidance. (W&I §§ 5610(a)(1), 5664(a), 5963.04(a)(2).) Applicable laws include:
 1. Title 42 of the United States Code (USC), sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive;
 2. W&I sections 5000 through 5987; and
 3. All corresponding regulations that implement, interpret or make specific, these federal and State laws.
 - C. Contractor must provide data and information regarding the following programs as required by, and in accordance with, federal and State laws and DHCS guidance:
 1. The Behavioral Health Services Act (BHSA), as outlined in Exhibit A, Attachment I, Article 1.0;

2. Projects for Assistance in Transition from Homelessness (PATH), as outlined in Article 2.0, subsection 2.4 of Attachment I;
3. Community Mental Health Services Block Grant (MHBG), as outlined in Article 2.0, subsection 2.5 of Attachment I;
4. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), as outlined in Article 2.0, subsection 2.6 of Attachment I; and
5. County provision of community behavioral health services provided with 1991 and 2011 realignment funds (other than Medi-Cal).

D. Data Sharing Requirements. Contractor must comply with all data sharing requirements as mandated by and in accordance with applicable federal and State law and applicable Data Exchange Framework Policies and Procedures and DHCS guidance. (W&I §§ 14197.71(d)(1), 14184.102(j).)

8. SPECIAL TERMS AND CONDITIONS.

A. Audit and Record Retention. Contractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes “records” for the purpose of this provision.

B. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of State Performance Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 16. Dispute Resolution Process; 17. Subrecipient Compliance; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 24 Progress Reports or Meetings; 25 Performance Evaluation; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 28. Use of Disabled Veteran’s Business Enterprises (DVBE); 29. Use of Small, Minority Owned and Women's Businesses; 30. Use of Small Business Subcontractors; 31. Alien Ineligibility Certification; 32. Union Organizing; 33. Contract Uniformity (Fringe Benefit Allowability); 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

9. GENERAL TERMS AND CONDITIONS (GTC 02/0205).

A. Contractor shall adhere to the General terms and conditions herein referenced and includes: 1 Approval; 2 Amendments; 3 Assignment; 4 Audit; 5 Indemnification; 6 Disputes; 7 Termination for Cause; 8 Independent Contractor; 9 Recycling Certification; 10 Non-discrimination; 11 Certification Clauses; 12 Timeliness; 13 Compensation; 14 Governing Law; 15 Antitrust Claims; 16 Child Support Compliance Act; 17 Unenforceable Provision; 18 Priority Hiring; 19 Small Business Participation and DVBE Participation Reporting Requirements; 20 Loss Leader; and 21 Generative AI Disclosure Obligations.

B. Termination for Convenience. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. Note: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

1. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving 30 calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
2. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.
3. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

10. SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK GRANT (SUBG). (Reserved)

XXII. 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.

XXIII. 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 FOLLOWS

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Good Samaritan Shelter**.

IN WITNESS WHEREOF, the parties have executed the First Amended Agreement to be effective as of on the date executed by the County.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Good Samaritan Shelter

By: _____
DocuSigned by:
Sylvia Barnard
30A0156ACCF04BA...
Authorized Representative

Name: Sylvia Barnard

Title: Executive Director

Date: 6/10/2026

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Signed by:
Bo Bae
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Signed by:
James E Munro
02BA147EF6A84DE...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
DocuSigned by:
Toni Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

MARISA KAHN, RISK MANAGER
RISK MANAGEMENT

By: _____
Signed by:
Marisa Kahn
DF54F5C86F0C41A...
Risk Manager