

Board Contract #: _____

SUBRECIPIENT AGREEMENT FOR SERVICES

BETWEEN

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS**

AND

TRANSITIONS–MENTAL HEALTH ASSOCIATION

FOR

MENTAL HEALTH SERVICES

TABLE OF CONTENTS

I. STANDARD TERMS AND CONDITIONS 3

II. SIGNATURE PAGE 13

III. EXHIBIT A – STATEMENT OF WORK 15
EXHIBIT A-1: Community Action Trained Community Gatekeepers 16

IV. EXHIBIT B - FINANCIAL PROVISIONS 20
EXHIBIT B: Periodic Compensation 21
EXHIBIT B-1: Schedule of Rates and Contract Maximum 22
EXHIBIT B-2: Entity Budget by Program 23
TABLE 1: Federal Award Identification Table 25

V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS . 26

VI. EXHIBIT D – CERTIFICATION REGARDING LOBBYING 30

VII. EXHIBIT E - PROGRAM GOALS, OUTCOMES, AND MEASURES 35

**VIII. EXHIBIT F – SPECIAL PROVISIONS: CORONAVIRUS STATE AND LOCAL
FISCAL RECOVERY FUNDS REQUIREMENTS 37**

**IX. EXHIBIT G – ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS
REQUIREMENTS 49**

STANDARD TERMS
AND CONDITIONS

**SUBRECIPIENT AGREEMENT
FOR SERVICES**

(Specific to this Agreement)

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara (hereafter County or Department), a political subdivision of the State of California, and **Transitions–Mental Health Association** (hereafter TMHA or Subrecipient), a California non-profit corporation with an address at P.O. Box 15408, San Luis Obispo, California 93406, wherein Subrecipient agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Subrecipient 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 Subrecipient pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, COUNTY has selected qualified providers, in accordance with federal regulations including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;” and

WHEREAS, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designate expenditure categories including Category 1 (Public Health) and Sub-Category 1.12 (Mental Health Services); and

WHEREAS, Subrecipient agrees, and has the organizational capacity, to meet reporting and compliance responsibilities relating to ARPA and the SLFRF as defined by guidance and policy set forth by the U.S. Department of the Treasury.

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Jill Bolster-White at phone number (805) 540-6505 is the authorized representative for Subrecipient. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

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

To County: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road

Santa Barbara, CA 93110
Fax: 805-681-5262

To Subrecipient: Jill Bolster-White, Executive Director
Transitions–Mental Health Association
P.O. Box 15408
San Luis Obispo, CA 93406
Phone: 805-540-6500
Fax: 805-540-6501

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

3. SCOPE OF SERVICES.

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

4. TERM.

Subrecipient shall commence performance on **7/12/2022** and end performance upon completion, but no later than **9/30/2023** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF SUBRECIPIENT.

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

6. INDEPENDENT CONTRACTOR.

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

7. PERFORMANCE MONITORING.

County will monitor that the performance of Subrecipient is consistent with the roles and responsibilities set forth in the Scope of Services (Exhibit A) and in accordance with the Standard of Performance set

forth in Section 8 of this Agreement. As determined by County, Subrecipient's failure to perform services as required under the Standard of Performance shall constitute Subrecipient's noncompliance with this Agreement. Upon County's determination of noncompliance, County shall provide Subrecipient written notice and an opportunity to cure. County's notice shall include specific details of the noncompliance including reference to the relevant language in the Scope of Services and a description of the failure to meet the Standard of Performance. If Subrecipient does not cure such noncompliance to the satisfaction of County within seven (7) workdays after being notified by County, suspension or termination procedures of this Agreement may be initiated pursuant to Section 20 (Termination) and Section 21 (Suspension).

8. STANDARD OF PERFORMANCE.

Subrecipient represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Subrecipient shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Subrecipient is engaged. All products of whatsoever nature, which Subrecipient delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Subrecipient's profession. Subrecipient shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Subrecipient without additional compensation. Subrecipient shall perform all services consistent with all state and federal requirements and standards required as a condition of providing these Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF) funds.

9. DEBARMENT AND SUSPENSION.

Subrecipient certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Subrecipient certifies that it shall not contract with a subcontractor that is so debarred or suspended.

10. TAXES.

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

11. CONFLICT OF INTEREST.

Subrecipient covenants that Subrecipient 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. Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Subrecipient. Subrecipient must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Subrecipient if County determines it to be immaterial, and such waiver is only effective if provided by County to Subrecipient in writing. Subrecipient acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform

Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

Unless otherwise specified in Exhibit A(s), Subrecipient 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 Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient hereunder infringe upon intellectual or other proprietary rights of a third party, and Subrecipient 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.

13. NO PUBLICITY OR ENDORSEMENT.

Subrecipient shall not use County’s name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Subrecipient shall not use County’s name or logo in any manner that would give the appearance that the County is endorsing Subrecipient. Subrecipient shall not in any way contract on behalf of or in the name of County. Subrecipient shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

14. COUNTY PROPERTY AND INFORMATION.

All of County’s property, documents, and information provided for Subrecipient’s use in connection with the services shall remain County’s property, and Subrecipient shall return any such items whenever

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

15. RECORDS, AUDIT, AND REVIEW.

SUBRECIPIENT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of SUBRECIPIENT 's profession and shall maintain such records for a period of five (5) years after all funds have been expended or returned to the United States Department of the Treasury (Treasury), whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during SUBRECIPIENT 's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

16. INDEMNIFICATION AND INSURANCE.

Subrecipient agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

17. NONDISCRIMINATION.

County hereby notifies Subrecipient 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 Subrecipient agrees to comply with said ordinance. Subrecipient shall also comply with the nondiscrimination provisions set forth in EXHIBIT F Special Provisions: Coronavirus State and Local Fiscal Recovery Funds Requirements of this Agreement.

18. NONEXCLUSIVE AGREEMENT.

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

19. NON-ASSIGNMENT.

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

20. TERMINATION.

- A. By County.** In accordance with 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, County may suspend or terminate this Agreement if Subrecipient materially fails to comply with the terms of the SLFRF award to County including, but not limited to, the grant agreement, a notice of award, or any term of this Agreement, which include, but are not limited to, the following:
1. Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein or as may become applicable at any time;
 2. Failure, for any reason, of Subrecipient to fulfill its obligations under this Agreement; and
 3. Submittal of reports that are false or that are incorrect or incomplete in any material respect.
- B.** County may, by written notice to Subrecipient, terminate this Agreement in whole or in part at any time, whether for County's convenience, for non-appropriation of funds, or because of the failure of Subrecipient to fulfill the obligations herein.
1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Subrecipient shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 2. **For Non-appropriation of Funds.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Subrecipient for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Subrecipient expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
 3. **For Cause.** Should Subrecipient default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend

this Agreement in whole or in part by written notice. Upon receipt of notice, Subrecipient shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Subrecipient, unless the notice directs otherwise.

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

21. SUSPENSION FOR CONVENIENCE.

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

22. SECTION HEADINGS.

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

23. SEVERABILITY.

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

24. REMEDIES NOT EXCLUSIVE.

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

25. TIME IS OF THE ESSENCE.

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

26. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

27. ENTIRE AGREEMENT AND AMENDMENT.

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

28. SUCCESSORS AND ASSIGNS.

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

29. COMPLIANCE WITH LAW.

Subrecipient shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the Treasury and the California Department of Public Health now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Subrecipient in any action or proceeding against Subrecipient, whether County is a party thereto or not, that Subrecipient has violated any such ordinance, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Subrecipient and County.

30. CALIFORNIA LAW AND JURISDICTION.

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

31. EXECUTION OF COUNTERPARTS.

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

32. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities,

persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Subrecipient hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Subrecipient is obligated, which breach would have a material effect hereon.

33. SURVIVAL.

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

34. PRECEDENCE.

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

35. COMPLIANCE WITH PRIVACY LAWS.

Subrecipient is expected to adhere to the healthcare privacy laws specified in Exhibit A-1, Section 7 (Confidentiality) and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

36. PRIOR AGREEMENTS.

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

37. EXHIBITS.

SUBRECIPIENT agrees to comply with the terms and conditions of the following exhibits, which are by this reference made part of this Agreement as if fully set forth herein:


Exhibit A	Statement of Work
Exhibit B	Financial Provisions
Exhibit C	Standard Indemnification and Insurance Provisions
Exhibit D	Certification Regarding Lobbying
Exhibit E	Program Goals, Outcomes, and Measures
Exhibit F	Special Provisions: State and Local Fiscal Recovery Funds Requirements
Exhibit G	Assurances of Compliance with Civil Rights Requirements

SIGNATURE PAGE

Subrecipient Agreement for Services between the **County of Santa Barbara and Transitions–Mental Health Association.**

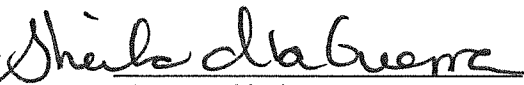
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 12, 2022.

COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date: 7-12-22

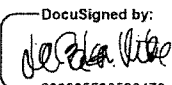
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 7-12-22

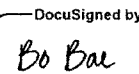
SUBRECIPIENT:

Transitions–Mental Health Association

By: 
Authorized Representative
Name: Jill Bolster-White
Title: Executive Director
Date: 6/29/2022

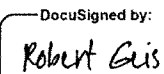
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

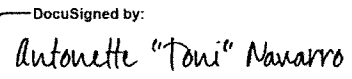
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A - STATEMENT OF WORK

EXHIBIT A-1 Community Action Trained Community Gatekeepers

EXHIBIT B - FINANCIAL PROVISIONS

EXHIBIT B Periodic Compensation

EXHIBIT B-1 Schedule of Rates and Contract Maximum

EXHIBIT B-2 Entity Budget by Program

TABLE 1 Federal Award Identification Table

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT E - PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT F – SPECIAL PROVISIONS: Coronavirus State and Local Fiscal Recovery Fund (SLFRF) Requirements

EXHIBIT G – ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

EXHIBIT A

STATEMENT OF WORK

**EXHIBIT A-1
STATEMENT OF WORK
COMMUNITY ACTION TRAINED COMMUNITY GATEKEEPERS**

1. **PROGRAM SUMMARY.** Subrecipient shall implement the LEAD the Conversation program, an outreach, education, and community wellness program (hereafter “the Program”) that provides a combination of evidence-based trainings and community presentations that are delivered primarily by people with lived mental health experience. These trainings and presentations will deliver mental health education and information targeted to reduce stigma about mental health and equip Community Gatekeepers with the mental health knowledge and training necessary to identify people with mental health and substance use challenges, respond in a supportive manner, and refer them to local resources. Subrecipient will utilize two of Subrecipient’s existing programs: Lived Experience Advocacy Development (LEAD); and the Recovery Learning Communities (RLCs), as well as Subrecipient’s long-standing relationships with community agencies and organizations as a springboard to launch the Program. The Program shall serve the cities of Santa Maria, Lompoc, Guadalupe, and Santa Ynez.
2. **PROGRAM GOALS.**
 - A. Improve knowledge and awareness of mental health services and supports available;
 - B. Increase access to and utilization of evidence-based training through a broad reach of community members;
 - C. Reduce stigma surrounding mental health needs;
 - D. Strengthen our community through increased organizational, business and community development of skills to broadly support the community as well as connect to resources; and
 - E. Build resiliency for helping one another in times of need.
3. **SERVICES.** Subrecipient shall provide the following services:
 - A. **Community Outreach Campaign.** Initiate a full campaign of community outreach to new potential Community Gatekeepers as well as established collaborators (e.g., community agencies, businesses, places of worship, promotores, schools) that includes presentations and trainings offered in both English and Spanish. The campaign will include print and radio advertisements, as well as direct outreach by Program staff.
 1. Community Gatekeepers may include parents, friends, neighbors, law enforcement, case workers, therapists, promotores, church leaders, specialty agencies, school personnel, and many others positioned to refer someone for help.
 2. Program staff will collaborate with Community Gatekeepers to ensure underserved populations such as Transitional-Age Youth (TAY), lesbian, gay, bisexual, transgender and queer or questioning (LGBTQ), farm workers, and monolingual Spanish-speaking communities are being connected and offered training/presentations and resources.
 - B. **Presentations.** Develop and host mental health presentations designed to provide mental health education, reduce stigma around mental illness, and provide linkages to community resources. Presentations shall be offered in both English and Spanish.
 1. Presentations will teach how to achieve and maintain emotional wellness, learn coping and self-care skills, and increase resiliency.
 2. Presentations will be given by a LEAD speaker with lived mental health experience and

their own story of recovery along with the educational components to the program.

3. Presentations will be available to school classrooms, churches, youth groups, family members, and the general public.

4. Subrecipient shall conduct pre- and post-test mental health stigma surveys.

C. **Trainings.** Subrecipient shall provide Community Gatekeepers with the education and training to help them identify people with mental health and substance use challenges, respond in a supportive manner and refer them to local resources. Trainings shall be offered in both English and Spanish. Subrecipient shall:

1. Organize and provide the following Evidence-Based Trainings to assist individuals to identify, understand, and respond to signs of mental illnesses, substance use disorders, and suicidal ideation:

- i. Mental Health First Aid (MHFA);
- ii. Youth Mental Health First Aid (YMHFA); and
- iii. Question, Persuade, Refer (QPR).

2. Certify a minimum of two (2) trainers in MHFA, YMHFA, and QPR.

3. Conduct pre- and post-test mental health knowledge surveys.

4. **OPERATIONS.**

A. **Location.** Subrecipient will conduct and host community presentations and trainings at various locations in the cities of Santa Maria, Lompoc, Guadalupe, and Santa Ynez.

5. **CLIENTS/PROGRAM CAPACITY.**

A. Subrecipient shall provide trainings and presentations to Community Gatekeepers as defined in Section 3 (Services), subsection A.1.

6. **STAFFING REQUIREMENTS.** Subrecipient shall adhere to the Program staffing requirements outlined below. Amendments to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee.

A. **.75 Full Time Equivalent (FTE) Community Outreach and Education Coordinator** shall coordinate all outreach, training and presentation activities; recruit and train outreach workers and presenters; schedule presentations throughout the community. In addition, the Community Outreach and Education Coordinator shall be responsible for scheduling MHFA, YMHFA, QPR trainings and mental health presentations in addition to instructing classes. The Community Outreach and Education Coordinator shall also work with TMHA staff to market and publicize classes; submit requests for payment for instructor stipends and class expenses; track all class attendance; and collect evaluation surveys from attendees.

B. **.50 FTE Assistant Coordinator** shall teach MHFA, YMHFA, QPR and provide mental health presentations in the community. They shall assist the Community Outreach and Education Coordinator with outreach to agencies, business, schools, churches, etc. to promote trainings and presentation, and assist with the coordination and scheduling of trainings and presentations as well as tracking and reporting outcomes.

7. **CONFIDENTIALITY.** If Subrecipient or its employees, agents, or subcontractors have access to any patient records pursuant to this Agreement, Subrecipient agrees to maintain, and agrees to

require that its employees, agents, or subcontractors agree to maintain, the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Sections 12 (Ownership of Documents and Intellectual Property) and 35 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

8. **REPORTS.** Subrecipient shall submit reports in a timely fashion and in accordance with funding agency requirements. Subrecipient shall submit quarterly and semi-annual progress reports in a format prescribed by the County.
- A. Subrecipient shall gather and distribute evaluation data quarterly by the 30th of the preceding month.
- B. **Additional Reports.** Upon County's request, Subrecipient shall make additional reports as required by County concerning Subrecipient'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 Subrecipient to respond.
9. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.**
- A. **Key Outreach & Education Outcomes.**
1. Offer at least 1 (one) Community Presentation each month of the Agreement term with a goal of approximately 10-15 attendees per Presentation.
 2. Offer at least 1 (one) Evidence-Based Training each month of the Agreement term with a goal of approximately 10-20 attendees per Training.
- B. **Key Outcomes for Community Presentations.**
1. Mental Health Presentation attendees will report a 20% increase in familiarity of mental health services available in our community and how to access them.
 2. Mental Health Presentation attendees will report a 20% increase in motivation to engage with services available in the community.
 3. Mental health presentation attendees will report a 20% increase in understanding the principals of:
 - i. Wellness;
 - ii. Effective coping skills and self-care; and
 - iii. Increased/promoters of resiliency.
- C. **Key Outcomes for MHFA and YMHA Training.**
1. Attendees will report a 20% improvement in understanding the signs of someone struggling with mental health and substance use issues.
 2. Attendees will report a 20% increase in skill development to support their community and help them connect to resources.
 3. Attendees will report a 20% increase in familiarity of services available in our community.
- D. **Key Outcomes for QPR Training.**

1. Attendees will report a 20% increase in familiarity of services available in our community.
2. Attendees will report a 20% increase in their ability to recognize suicide warning signs.
3. Attendees will report a 20% increase in confidence in connecting someone with suicide warning signs to an appropriate resource.
4. Attendees will report an increase in Gatekeeper skills (ability to engage in active listening, ask clarifying questions, make an appropriate referral).

E. Survey Measures.

1. Pre/post surveys conducted of each MHFA and YMHA course, with 100% of participants offered the surveys and at least seventy-five percent (75%) of surveys completed.
2. Pre/post surveys conducted of each QPR training, with 100% of participants offered the surveys and at least seventy-five percent (75%) of surveys completed.
3. Pre/post surveys conducted at each presentation with 100% of participants offered the surveys and at least seventy-five percent (75%) of surveys completed.
4. Report on total number of trainings and total number of presentations provided annually and total number of attendees.

10. COMPLIANCE WITH REQUIREMENTS.

Subrecipient shall comply with all requirements of the American Rescue Plan Act (ARPA) Coronavirus State and Local Recovery Funds (SLFRF) referenced in Exhibit F (Special Provisions: Coronavirus State and Local Fiscal Recovery Funds Requirements). Subrecipient agrees that, in the event of any inconsistency between the ARPA SLFRF provisions in Exhibit F and any provision in this Agreement, the ARPA SLFRF provisions in Exhibit F shall prevail.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
PERIODIC COMPENSATION

(Applicable to program(s) described in Exhibit A-1)

1. **Contract Maximum Value.** For services to be rendered under this Agreement, Subrecipient shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum contract value not to exceed **\$182,400.**

2. **Payment for Services.** Payment for services and/or reimbursement of costs shall be made upon Subrecipient's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A-1. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1. Invoices submitted for payment that is based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.

3. **Invoice.** Subrecipient shall submit to County's representative an invoice or certified claim on the County treasury for the service performed over the period specified. The invoice must include the following supporting documentation but limited to following: payroll register, timesheets, third party invoices, cancelled check, etc. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. The invoice must show the Board Agreement number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.

 - B. County's representative:

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

4. **Correction of Work.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Subrecipient to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to program(s) described in Exhibit A-1)

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

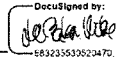
CONTRACTOR NAME: Transitions Mental Health Association

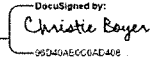
FISCAL YEAR: FY22-24
(July 12, 2022-September 30, 2023)

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

	PROGRAM						TOTAL
	Community Pandemic Impact Partnership Project						
GROSS COST:	\$ 182,400						\$ 182,400
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES							\$ -
CONTRIBUTIONS							\$ -
Other (LIST) DOR							\$ -
OTHER (LIST): Foundations and Trusts							\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 182,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,400

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)							
MEDI-CAL (3)							\$ -
NON-MEDI-CAL							\$ -
SUBSIDY							\$ -
OTHER: ARPA FEDERAL GRANT CFDA 21.027	\$ 182,400						\$ 182,400
MAXIMUM 22-24 CONTRACT AMOUNT PAYABLE:	\$ 182,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,400

CONTRACTOR SIGNATURE: 
DocuSigned by: 58323553052047D

FISCAL SERVICES SIGNATURE: 
DocuSigned by: 95D40AECC6AD40E

(1) Additional services may be provided if authorized by Director or designee in writing.

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

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

AGENCY NAME: Transitions-Mental Health Association

FY 22-24

COUNTY FISCAL YEAR: July 12, 2022 - Sept 30, 2023

LINE #	COLUMN #	1	2
		I. REVENUE SOURCES:	Community Pandemic Impact Partnership Project
1		Contributions	
2		Foundations/Trusts	
3		Miscellaneous Revenue	
4		Behavioral Wellness Funding	\$ 182,400
5		Total Other Revenue	\$ 182,400
		II. Client and Third Party Revenues:	
6		Client Fees	
7		SSI	
8		Total Client and Third Party Revenues	\$ -
9		GROSS PROGRAM REVENUE BUDGET	\$ 182,400

	III. DIRECT COSTS	Community Pandemic Impact Partnership Project
	III.A. Salaries and Benefits Object Level	
10	Salaries (Complete Staffing Schedule)	\$ 75,226
11	Employee Benefits	\$ 7,899
12	Payroll Taxes	\$ 16,966
13	Salaries and Benefits Subtotal	\$ 100,091
	III.B Services and Supplies Object Level	
14	Office Rent	\$ 15,300
15	Office Supplies	\$ 4,500
16	Insurance	\$ 1,720
17	Staff Development & Training	\$ 15,800
18	Telephone	\$ 2,400
19	Mileage Reimbursement	\$ 1,875
20	Marketing/Public Relations	\$ 1,875
21	Dues & Subscriptions	\$ 3,380
22	Professional Fees	\$ 2,800
23	Printed Material & Postage	\$ 1,500
24	Stipends	\$ 2,700
25	Services and Supplies Subtotal	\$ 53,850
26	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	
27	Client Expenses	
28	SUBTOTAL DIRECT COSTS	\$ 153,941
	IV. INDIRECT COSTS	
29	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 19,159
30	GROSS DIRECT AND INDIRECT COSTS	\$ 173,100
31	One-time Start-up (laptops/office furniture)	\$ 9,300
32	GROSS COSTS	\$ 182,400

**TABLE 1
FEDERAL AWARD IDENTIFICATION TABLE**

The following Federal Award Information is provided in accordance with 2 C.F.R. § 200.332.

Federal Award Identification	
Subrecipient Name	Transitions-Mental Health Association
Subrecipient Unique Entity Number (DUNS; UEI Number)	QWZ6GNUR3PM7
Federal Award Identification Number (FAIN)	SLFRP5502
Federal Award Date	September 2021
Subaward Period of Performance & Budget Period- Start Date	July 12, 2022
Subaward Period of Performance & Budget Period- End Date	September 30, 2023
Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$182,400
Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$182,400
Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$182,400
Federal Award Project Description	COMMUNITY PANDEMIC IMPACT PARTNERSHIP PROJECTS
Federal Awarding Agency	Department of the Treasury
Pass Through Entity	County of Santa Barbara
Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
CFDA Number	21.027
CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
Is Award for Research and Development?	No
Indirect Cost Rate for Award	Federal negotiated rate - varies by year
Requirements Imposed by Pass Through Entity	See Exhibit F (Special Provisions: SLFRF Requirements) of this Agreement, Section 1 (Coronavirus State and Local Fiscal Recovery Funds Requirements)
Additional requirements- Financial and Performance Reports	See Exhibit F (Special Provisions: SLFRF Requirements) of this Agreement, Section 1 (Coronavirus Local Fiscal Recovery Fund Requirements), including subsection C (Reporting)
Access to Subrecipient Records	See Exhibit F (Special Provisions: SLFRF Requirements) of this Agreement, Section 1 (Coronavirus Local Fiscal Recovery Fund Requirements), including subsection D (Maintenance of and Access to Records).
Closeout Terms and Conditions	See Exhibit F (Special Provisions: SLFRF Requirements), Section 2 (Other Federal Requirements and Conditions), subsection C.1 (Closeout).

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts 2022 03 02)

(Specific for this Agreement)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SUBRECIPIENT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if SUBRECIPIENT provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the SUBRECIPIENT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the SUBRECIPIENT maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the SUBRECIPIENT'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – SUBRECIPIENT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT'S obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

EXHIBIT D

CERTIFICATION REGARDING

LOBBYING

**EXHIBIT D
CERTIFICATION REGARDING LOBBYING**

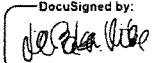
**ATTACHMENT 1
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned’s 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Transitions-Mental Health Association	Jill Bolster-White
Name of SUBRECIPIENT	Printed Name of Authorized Official
Agreement Number	Signature of Authorized Official
6/29/2022	Executive Director
Date	Title

DocuSigned by:

 683235520520470

After execution by or on behalf of SUBRECIPIENT, 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 SUBRECIPIENT in writing of an alternate submission address.

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

This disclosure 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan guarantee</p> <p><input type="checkbox"/> f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. Post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial filing</p> <p><input type="checkbox"/> b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subwardee</p> <p>Tier _____, if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subwardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Qual <input type="checkbox"/> P <input type="checkbox"/> Fed</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-time fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-kind; specify nature _____</p> <p>value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form – LLL</p>

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page: _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A

EXHIBIT E

PROGRAM GOALS,

OUTCOMES, AND MEASURES

EXHIBIT E
PROGRAM GOALS, OUTCOMES, AND MEASURES

Program Evaluation Community Action – Trained Community Gatekeepers Transitions-Mental Health Association		
Program Goals	Outcomes	Outcomes (N/%)
To increase community capacity by providing organizational, business and community development of skills to broadly support the community as well as connect to resources.	• Number of Community Presentations (1 per month)	3 per quarter/ 12 per year
	• Number of Evidence-Based Trainings (1 per month)	3 per quarter/ 12 per year
	• Total number of people served (English and Spanish)	200
To improve knowledge and awareness of mental health services and supports available.	• Increased familiarity of community mental health services*	20%
	• Increased motivation to engage in community mental health services*	20%
	• Increased mental health and substance use knowledge (symptoms), coping skills, and resiliency*	20%
To reduce stigma surrounding behavioral health needs.	• Increased knowledge of suicide warning signs*	20%
	• Stigma reduction to seeking mental health services *	20%
To increase access to and utilization of evidence-based services with broad reach of community members.	• Number of persons provided community mental health and substance use resources	200

Note. *Pre- and post- stigma survey scores

EXHIBIT F

SPECIAL PROVISIONS: CORONAVIRUS
STATE AND LOCAL FISCAL
RECOVERY FUNDS REQUIREMENTS

EXHIBIT F
SPECIAL PROVISIONS: CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS REQUIREMENTS

1. **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS.** This Agreement is a subrecipient agreement. Sections 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 et seq.) authorizes the United States Department of the Treasury (Treasury) to make payments to certain recipients, including cities and counties, from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF). **Transitions–Mental Health Association** is a subrecipient of SLFRF funds through this Agreement, and this Agreement is a subaward of SLFRF funds. SUBRECIPIENT agrees, as a condition of receiving SLFRF funds, to the terms below.
 - A. **GENERAL COMPLIANCE.** SUBRECIPIENT agrees to comply with the requirements of SLFRF including, but not limited to, Sections 602(b)(2) and 603(b) of the Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021); the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions, the grant agreement awarding funds to COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF now and as they may be amended from time to time.
 - B. **USE OF FUNDS.**
 1. SUBRECIPIENT understands and agrees the funds disbursed under this subaward may only be used in compliance with Section 603(c) of the Act and Treasury’s regulations implementing that section and guidance.
 2. SUBRECIPIENT will determine prior to engaging in any project using this assistance it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
 - C. **REPORTING.**
 1. SUBRECIPIENT agrees to provide COUNTY with information needed by COUNTY to comply with any reporting obligations established by Treasury, as they relate to this subaward. For example, SUBRECIPIENT must complete financial, performance, and compliance reporting to COUNTY to enable COUNTY to meet its quarterly project and expenditure requirements as required and outlined in Part 2 of the Treasury’s Compliance and Reporting Guidance for the SLFRF program (Guidance). Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definitions pursuant to Title 2 of the Code of Federal Regulations (C.F.R.) Section 200.1. SUBRECIPIENT must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, SUBRECIPIENT must establish controls to ensure completion and timely submission of all mandatory and/or compliance reporting. See Part 2 of the Guidance for a full overview of subrecipient reporting responsibilities.

D. MAINTENANCE OF AND ACCESS TO RECORDS.

1. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and Guidance regarding the eligible uses of funds.
2. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
3. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

E. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. Section 200.458, may not be paid with funding from this subaward.

F. ADMINISTRATIVE COSTS. SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs.

G. CONFLICT OF INTEREST. SUBRECIPIENT agrees to and does maintain a conflict-of-interest policy consistent with 2 C.F.R. Section 200.318(c) including, but not limited to:

1. Maintaining a written code or standards of conduct that shall govern the actions of its officers, employees, and agents engaged in the selection, award, and administration of contracts supported by federal funds.
2. No officer, employee, or agent of SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by federal funds if that officer, employee, or agent has a real or apparent conflict of interest.
3. In accordance with 2 C.F.R. Section 200.112, SUBRECIPIENT will promptly disclose in writing any potential conflict of interest affecting this subaward to COUNTY.

H. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

1. SUBRECIPIENT agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this subaward.
2. Federal regulations applicable to this subaward include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward;
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, is hereby incorporated by reference;

- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;
 - e. Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
 - f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21;
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations;
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this subaward include, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12010 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- I. REMEDIAL ACTIONS. In the event of SUBRECIPIENT's noncompliance with Section 603 of the Act; other applicable laws; Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. Section 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.
- J. HATCH ACT. SUBRECIPIENT agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- K. FALSE STATEMENTS. SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- L. PUBLICATIONS. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury."
- M. DEBTS OWED THE FEDERAL GOVERNMENT.
1. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.
 2. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment unless other satisfactory arrangements have been made or if SUBRECIPIENT knowingly or improperly retains funds that are a debt described in subsection "1" above. Treasury will take any actions available to it to collect such a debt.
- N. DISCLAIMER.
1. The United States expressly disclaims any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract or subcontract under this award.
 2. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

O. PROTECTIONS FOR WHISTLEBLOWERS.

1. In accordance with 41 U.S.C. Section 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in subsection “1” above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of SUBRECIPIENT, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section in the predominant native language of the workforce.

P. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Q. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

2. OTHER FEDERAL REQUIREMENTS AND CONDITIONS.

A. ADMINISTRATIVE REQUIREMENTS.

1. **Financial Management.**

- a. Accounting Standards. SUBRECIPIENT agrees to comply with the uniform administrative requirements referenced herein including, but not limited to, 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT agrees to adhere to the accounting principles and procedures referenced therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. Cost Principles. SUBRECIPIENT agrees to comply with applicable cost principles, which principles shall be applied for all costs incurred whether charged on a direct

or indirect basis.

- c. Indirect Costs. If indirect costs are charged, SUBRECIPIENT shall provide COUNTY with proof of a certification of indirect costs that is in compliance with 2 C.F.R. Part 200, Subpart E, "Cost Principles," and appendices V and VII for State, Local and Indian Tribal Governments.
- d. Program Income. If program income is earned, the use of program income by SUBRECIPIENT shall comply with SLFRF program requirements. Taxes, special assessments, levies, fines, and other such revenues raised by SUBRECIPIENT are not program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income. (2 C.F.R. § 200.307(c).) Additionally, upon expiration of this Agreement, SUBRECIPIENT shall return to COUNTY all SLFRF program income in accordance with the Closeout provision in the Agreement below (Section 2, subsection C.1). The reversion of any project-related assets shall comply with 2 C.F.R. Part 200 as applicable.
- e. Procurement. SUBRECIPIENT must have documented procurement procedures that conform to the procurement standards in 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT must use such procurement procedures for any procurement using SLFRF funds or payments under procurement contracts using such funds.
- f. Administrative Requirements.
 - i. SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in Section 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) regulations adopted thereunder, the Grantmaking Agreement awarding funds to COUNTY, and all other applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the SLFRF program now and as they may be amended from time to time; and in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - ii. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this Agreement and Exhibit B(s). The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement.

B. ADDITIONAL DOCUMENTATION AND RECORD KEEPING REQUIREMENTS.

- 1. **Closeout.** SUBRECIPIENT agrees to comply with all grant closeout procedures set forth in the SLFRF program and all applicable requirements set forth in 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT's obligations to COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments and disposing of program assets (including the return of all unused

materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over SLFRF funds, including program income. Pursuant to the Guidance, any funds not obligated or expended for eligible uses by the timelines in the award must be returned to Treasury including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. Section 200.344(d). Thus, SUBRECIPIENT will return any unobligated or unexpended SLFRF funds, including program income, to COUNTY. For purposes of determining expenditure eligibility, Treasury's Interim Final Rule provides that "incurred" has the same meaning given to "financial obligation" in 2 CFR Section 200.1. SUBRECIPIENT shall comply with 2 CFR Section 200.344 as applicable.

2. Audits and Inspections.

- a. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, the Department of Treasury and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by SUBRECIPIENT within thirty (30) days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits. If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT 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). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, with each party responsible for its own costs.
- b. If Treasury or other federal agency demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments directly caused by SUBRECIPIENT. This provision shall survive the termination or expiration of this Agreement.

3. **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records, and accounts by COUNTY, Treasury or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards, and provisions stated in this Agreement or the SLFRF program.

C. PERSONNEL & PARTICIPANT CONDITIONS.

1. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964.** As a condition of receipt of federal financial assistance from the Treasury, SUBRECIPIENT shall complete an Assurance of Compliance with Title VI of the Civil Rights Act of 1964 as set forth in

Exhibit G.

- a. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 of the Assurance of Compliance with Title VI of the Civil Rights Act of 1964 and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractors, subcontractors, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. **Employment Restrictions: Prohibited Activity.** SUBRECIPIENT is prohibited from using SLFRF funds provided herein or personnel employed in the provision of the activities set out in the Scope of Services under this Agreement for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.
3. **Monitoring.** SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance.
4. **Selection Process.** SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Upon request of COUNTY, executed copies of all contracts and subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process.
5. **Lobbying.** SUBRECIPIENT shall complete a Certification Regarding Lobbying as set forth in Exhibit D Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement.
 - a. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - b. SUBRECIPIENT agrees to require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.
 - c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Drug-Free Workplace.** SUBRECIPIENT shall comply with the Federal Drug-Free Workplace Act (41 U.S.C. § 8101 et seq.), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and SUBRECIPIENT's policy and penalties for drug abuse violations occurring in the workplace. In addition, SUBRECIPIENT agrees to provide a drug-free workplace in accordance with COUNTY's Drug-Free Workplace Policy as follows:

- a. SUBRECIPIENT will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- b. SUBRECIPIENT will establish an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace; and
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace; and
 - i. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - ii. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. SUBRECIPIENT will require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph "a."
- d. SUBRECIPIENT will notify each employee engaged in the performance of this Agreement that, as a condition of employment under the Agreement, the employee will:
 - i. Abide by the terms of the statement specified in paragraph "a;" and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. SUBRECIPIENT will notify COUNTY in writing, within ten (10) calendar days after receiving notice under paragraph "d" from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose Agreement activity the convicted employee was working.
- f. SUBRECIPIENT will take one of the following actions, within thirty (30) calendar days of receiving notice under paragraph "d," with respect to any employee who is so convicted:

3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
5. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
6. See Public Law 115–232, section 889 for additional information.
7. See also § 200.471.

F. DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Transitions–Mental Health Association agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

EXHIBIT G

ASSURANCES OF

COMPLIANCE WITH CIVIL

RIGHTS REQUIREMENTS

EXHIBIT G
ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, **Transitions–Mental Health Association** (SUBRECIPIENT) provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to the SUBRECIPIENT’s beneficiaries, the use or rent of federal land or property at below market value, federal training, a loan of federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT’S program(s) and activity(ies), so long as any portion of the SUBRECIPIENT’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT’S programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.
5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT'S sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.
7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

