Board Contract # <u>23-063</u>

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

COUNTY OF SANTA BARBARA

AND

SANTA YNEZ VALLEY PEOPLE HELPING PEOPLE

FOR

MENTAL HEALTH SERVICES AND ALCOHOL AND DRUG PROGRAMS

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, BC 23-063, is made by and between the County of Santa Barbara (County), a political subdivision of the State of California, and Santa Ynez Valley People Helping People (Contractor), a local non-profit corporation with an address at 545 Alisal Road, Suite 102, Solvang, California, for the continued provision of services specified herein (hereafter, First Amended Agreement).

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

WHEREAS, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC 23-063 (Agreement), for the provision of substance use prevention services and Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) early childhood mental health services, for a total maximum contract amount not to exceed \$1,118,664 for the period of July 1, 2023 through June 30, 2027; and

WHEREAS, the parties wish to make certain changes to the Agreement through this First Amendment, to update certain standard federal terms; to suspend the current Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Early Childhood Mental Health Services Program (Exhibit A-2) effective December 31, 2024; to instate a new Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Mental Health Services Program (Exhibit A-2.a) effective January 1, 2025 through June 30, 2026; to update the Entity Budget by Program table; add the Federal Award Identification Tables for FY 24-25 and FY 25-26 in compliance with Federal requirement 2 CFR 200.332; and to reduce the total maximum contract amount by \$103,200, for a revised total maximum contract amount of **\$1,015,464**, inclusive of \$376,800 in Mental Health funding (\$120,000 for FY 23-24, \$120,600 for FY 24-25, and \$136,200 for FY 25-26), and \$638,664 in Alcohol and Drug Program (ADP) funding (\$159,666 per fiscal year for FY 23-27), for the period of July 1, 2023 through June 30, 2027.

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

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

8. DEBARMENT AND SUSPENSION.

- **A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- **B.** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- **D.** Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- **E.** Contractor shall also comply with the debarment and suspension provision set forth in EXHIBIT A-1-MHS General Provisions to this Agreement.

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

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges and agrees to comply with state laws on conflict of interest in the performance of 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.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- **A.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.
- **B.** Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such

documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

IV. Delete Section 36, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards, of the Standard Terms and Conditions of the Agreement and replace it with the following:

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

Contractor shall comply with the requirements of 2 C.F.R. parts 200 and 300 and 45 C.F.R. part 75, which are incorporated herein by reference.

V. Delete Section 37, Mandatory Disclosures, Subsection A, Prohibited Affiliations, Subsection 2; Subsection B, Written Disclosures, Subsection 5, Crimes, i, Violations of Criminal Law; and Subsection C, Lobbying, Paragraph 1, of the Standard Terms and Conditions of the Agreement and replace it with the following:

37. MANDATORY DISCLOSURES.

A. Prohibited Affiliations.

1. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

B. Written Disclosures.

- 5. Crimes.
 - Violations of Criminal Law. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, Health and Human Services Office of Inspector General, and DHCS. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
- **C. Lobbying**. Contractor shall complete a Certification Regarding Lobbying as set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure

Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

VI. Delete Section 38, Procurement of Recovered Materials, of the Standard Terms and Conditions of the Agreement and replace it with the following:

38. PROCUREMENT OF RECOVERED MATERIALS.

- A. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **B.** Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

VII. Delete Section 39, Domestic Preferences for Procurements, Subsection A, of the Standard Terms and Conditions of the Agreement and replace it with the following:

39. DOMESTIC PREFERENCES FOR PROCUREMENTS.

A. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

VIII. Delete Section 40, Clean Air Act and Federal Water Pollution Control Act, of the Standard Terms and Conditions of the Agreement and replace it with the following:

40. CLEAN AIR ACT.

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
- B. Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

IX. Delete Section 41, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the Standard Terms and Conditions of the Agreement and replace it with the following:

41. FEDERAL WATER POLLUTION CONTROL ACT.

- **A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. section 1251 et seq.
- **B.** Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- **C.** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- X. Add Section 42, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the Standard Terms and Conditions of the Agreement as follows:

42. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Contractor is prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain covered telecommunications equipment or services;
- 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- **B.** As described in section 889 of <u>Public Law 115-232</u>, "covered telecommunications equipment or services" means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - 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.

- **C.** For the purposes of this section, "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- **D.** In implementing the prohibition under <u>Public Law 115-232</u>, 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.
- **E.** Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. See <u>Public Law 115-232</u>, section 889 for additional information and 2 C.F.R. section 200.471.

XI. Delete Section 1, Performance, Subsection A, Subsection 1 of Exhibit A-1 MHS, General Provisions and replace it with the following:

 All laws and regulations, and all contractual obligations of the County under the County Integrated Intergovernmental Agreement (Contract No. 24-40145) between the County and the State Department of Health Care Services (DHCS), available at <u>Quality Care Management |</u> <u>Santa Barbara County Website, including, but not limited to, Subsections C, D, F and G, of</u> <u>Section 7(B) of Exhibit E of the Integrated Intergovernmental Agreement and the applicable</u> <u>provisions of Exhibit D of the Integrated Intergovernmental Agreement referenced in Section</u> <u>19 D. (State Contract Compliance) of this Exhibit. Contractor shall comply with the Integrated</u> Intergovernmental Agreement (Contract No. 24-40145), which is incorporated by this <u>reference;</u>

XII. Delete Section 8, Confidentiality, Subsection A; Subsection C; and Subsection E of Exhibit A-1 MHS, General Provisions and replace it with the following:

A. <u>Maintain Confidentiality</u>. Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et 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; Exhibit D, Section 14 (Confidentiality of Information) of the Integrated Intergovernmental Agreement (Contract No. 24-40145); and Section 34 (Compliance with

Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

- **C.** Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement (Contract No. 24-40145) to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information ("PII") as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

XIII. Delete Section 13, Monitoring, Subsection C and Subsection D of Exhibit A-1 MHS, General Provisions and replace it with the following:

- C. <u>County Corrective Action Plan.</u> County shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the Integrated Intergovernmental Agreement (Contract No. 24-40145) or this Agreement are identified by County.
- **D.** County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.

XIV. Delete Section 19, State Contract Compliance, Subsection B and Subsection D of Exhibit A-1 MHS, General Provisions and replace it with the following:

- **B.** To the extent there is a conflict between federal or state law or regulation and a provision in the Integrated Intergovernmental Agreement (Contract No. 24-40145) or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the Integrated Intergovernmental Agreement, Exhibit E, Section 7(B).
- D. The following provisions of the Integrated Intergovernmental Agreement, Exhibit D are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11

Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

XV. Delete the title of Exhibit A-2 Statement of Work: MHS Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Early Childhood Mental Health Services of the Agreement, in its entirety and replace with the following:

EXHIBIT A-2 STATEMENT OF WORK: MHS MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) EARLY CHILDHOOD MENTAL HEALTH SERVICES JULY 1, 2023 - DECEMBER 31, 2024

XVI. Add an introductory paragraph to Exhibit A-2 Statement of Work: MHS Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Early Childhood Mental Health Services of the Agreement as follows:

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-2 (<u>MHS Mental Health Services Act [MHSA] Prevention and Early</u> <u>Intervention [PEI] Early Childhood Mental Health Services</u>) on July 1, 2023, and end performance upon completion but no later than December 31, 2024, unless otherwise directed by County or unless earlier terminated.

XVII. Add new EXHIBIT A-2.a, STATEMENT OF WORK: MHS MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) EARLY CHILDHOOD MENTAL HEALTH SERVICES JANUARY 1, 2025 - JUNE 30, 2026.

EXHIBIT A-2.a STATEMENT OF WORK: MHS MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) EARLY CHILDHOOD MENTAL HEALTH SERVICES JANUARY 1, 2025 - JUNE 30, 2026

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under his Exhibit A-2.a (MHS Mental Health Services Act [MHSA] Prevention and Early Intervention [PEI] Early Childhood Mental Health Services) on January 1, 2025, unless otherwise directed by the County.

1. PROGRAM SUMMARY. The program, funded through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Early Childhood Mental Health Services component, shall provide prevention services to students up to age 18 in the Santa Ynez Valley area through their School-Based Counseling Program, and for children aged birth to five years and their families at their Family Resource Center, as described herein (the "Program"). The Program will serve the Santa Ynez Valley region of Santa Barbara County and shall be headquartered at 545 Alisal Road, Suite 102, Solvang, California.

2. PROGRAM GOALS. The Contractor shall:

- A. Enhance optimal child health and development;
- B. Promote positive parenting practices;
- C. Reduce access barriers for underserved populations including vulnerable children from low-income households and children that identify as Black, Indigenous or Persons of Color.
- D. Develop a comprehensive, multifaceted, and cohesive continuum of school and community interventions to address barriers to learning and promote the client's healthy development.
- **3. SERVICES.** The Program shall provide an appropriate combination of services to meet each client's specific needs and preferences.
 - A. The Program shall provide the following mental health services, as needed, to clients and their families throughout the Santa Ynez Valley region of Santa Barbara County:
 - 1. Assessment/Reassessment. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1[TN 22-0023].)
 - i. **Pediatric Symptom Checklist**. The Pediatric Symptom Checklist (PSC-35) is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible.
 - a. Contractor shall require a parent or caregiver to complete the PSC-35 for their children, age three years and up to 18 years.
 - b. The PSC-35 shall be completed at intake, every six months following the first administration, and at discharge.
 - 2. Collateral. "Collateral" means a service activity to a significant support person(s) in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member, consultation and training of the significant support person(s). The member may or may not be present for this service activity. (Cal. Code of Regs., tit. 9, § 1810.206.)
 - i. Significant Support Person. "Significant support person" means a person(s), in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but

not limited to parents or legal guardian of a member who is a minor, the legal representative of a member who is not a minor, a person living in the same household as the member, the member's spouse, and the relatives of the member. (Cal. Code of Regs., tit., § 1810.246.1.)

- 3. **Plan Development.** Plan Development means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a client's progress.
- 4. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 C.C.R. Section 1810.243.
- 5. **Targeted Case Management.** "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. Targeted case management services may be face-to-face or by telephone with the member or significant support person(s) and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the specialty mental health services program to be qualified to provide the service, consistent with the scope of practice and state law.
- 6. **Therapy**. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, and verbal or nonverbal strategies based on the principles of development, wellness, adjustment to impairment, recovery, and resiliency to assist a member in acquiring greater personal, interpersonal, and community functioning or to modify feelings, thought processes, conditions, attitudes, or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)
- B. The Program services shall include parenting education/support; and individual assessment/screenings.
- C. Contractor shall refer Medi-Cal eligible clients and families who are requiring a higher level of care including and as indicated, but not limited to BWELL for a higher level of care.

- D. Contractor will prioritize Medi-Cal eligible clients, and refer clients who need ongoing therapy beyond the eighteen months clients are eligible for services under MHSA Early Intervention Regulations, and will refer clients with private insurance to their insurer.
- E. Clients who are Medi-Cal eligible and need ongoing therapy services beyond the eighteen months they are eligible for services under MHSA Early Intervention regulations will be referred as indicated, but not limited to, BWELL for a higher level of care.
- F. Contractor shall partner with clients and collaborate with other service providers to promote coordinated systems of care.

4. SERVICE INTENSITY/TREATMENT LOCATION

- A. Length of Stay. The average length of treatment for children/families enrolled in the Program is 6-12 months, although, clients are eligible for services for up to eighteen (18) months under MHSA Early Intervention Regulations. If the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
- B. **Treatment Location.** Program services will be provided in the community, at Contractor's facilities, and at the school districts of Solvang School District, College School District, and Santa Ynez Valley High School.

5. CLIENTS/PROGRAM CAPACITY.

- A. Persons served by the Program are children ages birth to five years, students ages six to eighteen years, and their families in the Santa Ynez Valley region of Santa Barbara County within these priority populations: trauma-exposed individuals, children and youth in stressed families, children and youth at risk for school failure and underserved cultural populations.
- B. Contractor shall complete at least 20 clinical assessments and at least 20 referrals to other needed services, including intensive behavioral health services, and provide the services described in Section 3 (Services) to at least 30 unique clients and their families per fiscal year.
- 6. **REFERRALS.** Contractor shall admit clients referred by the County or the identified school districts of Solvang School District, College School District and Santa Ynez Valley High School.

7. DOCUMENTATION.

- A. **DOCUMENTATION REQUIREMENTS.** Contractors receiving MHSA PEI funding shall track and report to County individual-level data by demographic category in accordance with the MHSA PEI Regulations, currently available at <u>https://bhsoac.ca.gov/sites/default/files/documents/2018-08/PEI%20Regulations_As_Of_July%202018.pdf.</u>
- B. Contractor shall maintain a referral packet within its files (hard copy or electronic), for each

client referred and treated, which shall contain the following items:

- 1. A client face sheet;
- 2. A copy of the most recent comprehensive assessment;
- 3. Treatment Plan;
- 4. Pediatric Symptom Checklist; and
- 5. Other documents as reasonably requested by County.
- 8. **DISCHARGE:** Discharge of a client will reflect one of the following:
 - A. Resolution of issues as denoted by treatment goals being met;
 - B. A warm hand off to a more appropriate provider to ensure effective linkage and appropriate level of care as needed for a client who either needs more intensive specialty behavioral health services provided by BWELL or is being linked to their private insurer; or
 - C. Referral and/or link to the appropriate level of care for long term treatment service.
- 9. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements as set forth in the applicable Specialty Mental Health Service Table at <u>MedCCC - Library</u>. Changes 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 and shall not alter the Maximum Contract Amount.
 - A. The Program shall include:
 - 1. One Full Time (1.0 FTE) Mental Health Clinician who shall be licensed mental health professionals or waivered/registered professionals as set forth in the applicable Specialty Mental Health Service Table at MedCCC Library.
 - 1. 0.5 FTE Health & Wellness Coordinator/Navigator to assist and support the Clinician. The Health and Wellness Navigator who may be a Qualified Mental Health Worker (QMHW) or Mental Health Professional (MHW), as defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
- 10. TRAINING.
 - A. Contractor shall provide basic training to all staff in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.
- XV. Delete Exhibit A-3 Statement of Work: General Provisions ADP SAPT/SABG, Section 1, Performance, Subsection A, Compliance with County, State, and Federal Requirements, and replace it with the following:
 - A. Compliance with County, State and Federal Requirements. Contractor shall abide by all applicable provisions of the Performance Agreement between County and the Department of Health Care Services, Agreement 21-10034, which was required by Welfare and Institutions Code (Welf. & Inst. Code) section 5650, subd. (a), 5651, 5897, and California Code of

Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding, and is incorporated by this reference.

XVI. Delete Section II. (Maximum Contract Amount) of Exhibit B (Financial Provisions – MHS), in its entirety and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$1,015,464**, inclusive of **\$376,800** in Mental Health funding (\$120,000 for FY 23-24, \$120,600 for FY24-25, and \$136,200 for FY 25-26), and inclusive of **\$638,664** in Alcohol and Drug Program funding (\$159,666 per Fiscal Year for FY 23-27), and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

XVII. Delete Section II. (Maximum Contract Amount) of Exhibit B (Financial Provisions – ADP), in its entirety and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$1,015,464**, inclusive of **\$638,664** in Alcohol and Drug Program funding (\$159,666 per Fiscal Year for FY 23-27), and **\$376,800** in Mental Health funding (\$120,000 for FY 23-24, \$120,600 for FY 24-25, and \$136,200 for FY 25-26), and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

THIS SECTION INTENTIONALLY LEFT BLANK

XVIII. Delete Exhibit B-1-MHS Schedule of Rates and Contracts Maximum, in its entirety and replace with the following:

EXHIBIT B-1-MHS

SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to programs described in Exhibit A-2-MHSA PEI Early Childhood MH Services)

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

FISCAL YEAR:

CONTRACTOR NAME:	Santa Ynez Valley P	2023-2026			
Contracted Service	Service Type	Fiscal Year	Reimbursement Method	Co	Medi-Cal ntract ocation
Non-Medi-Cal Billable Services	Mental Health Promotion & Outreach	FY 23-24	Cost Reimbursement	\$	120,000
Non-Medi-Cal Billable Services	Mental Health Promotion & Outreach		Cost Reimbursement	\$	120,600
Non-Medi-Cal Billable Services	Mental Health Promotion & Outreach	FY 25-26	Cost Reimbursement	\$	136,200
	•			\$	136,200

			PR	OGRAM				
	Me	y Childhood ntal Health FY 23-24		/ Childhood al Health FY 24-25	Me	y Childhood ntal Health FY 25-26	TOTAL	
GROSS COST:	S	120,000	\$	120,600	\$	136,200	\$	376,800
LESS REVENUES COLLECTED BY CONTRACTOR:	24 12	60 B	X 1			67 B		
PATIENT FEES							\$	
CONTRIBUTIONS	6 6						\$	<u></u>
OTHER (LIST):	2			8			\$	÷
TOTAL CONTRACTOR REVENUES	\$		\$	-	\$		\$	ā
TOTAI MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$	120,000	\$	120,600	\$	136,200	\$	376,800
SOURCES OF FUNDING FOR MAXIMUM ANNUAL CON	-							
MHSA NON-MEDI-CAL PROGRAM	\$	120,000	\$	120,600	\$	136,200	\$	376,800
OTHER (LIST):							\$	-
TO TAL CONTRACT PAYABLE:	\$	120,000 igned by:	\$	120,600	\$	136,200	\$	376,800
CONTRACTOR SIGNATURE: FISCAL SERVICES SIGNATURE:	Epic 51461	igned by: 5. Jane Flo 7.20FAF419 iste Boyer 1480c0ad408	ns					

(1) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

XIX. Delete Exhibit B-2 Entity Budget By Program, in its entirety and replace with the following: EXHIBIT B-2

	Santa Barbara County Department of Behavioral Wellness Entity Budget By Program									
		Santa Ynez Valley	Peop	ole Helping	g Pe	ople				
CC	OUNTY FISCAL YE	EAR: FY 23-24								
UNE#	COLUMN#	1		2		3		4		5
	I. REVENUE SOUR	BE W Pf	COUNTY HAVIORAL VELLNESS ROGRAMS TOTALS	Pi Coa	Primary revention alition - Mid County	-	annabis ducation		∕ Childhood ntal Health	
1	Contributions		\$	-						
2	Foundations/Trusts		\$	-						
3	Behavioral Wellness	-	\$	279,666	\$	120,000	\$	39,666	\$	120,000
4	Other Government F		\$	-						
5	Total Other Revenue		\$	279,666	\$	120,000	\$	39,666	\$	120,000
	II. Client and Third Party Revenues:									
6	Client Fees			-						
7	Total Client and Thire		\$	-	\$	-	\$	-	\$	-
8	GROSS PROGRAM	REVENUE BUDGET	\$	279,666	\$	120,000	\$	39,666	\$	120,000
	III. DIRECT COSTS		BE V Pf	County Havioral Vellness Rograms Totals	Pi Coa	Primary revention alition - Mid County		annabis ducation		r Childhood ntal Health
	III.A. Salaries and B	enefits Object Level					-			
9	Salaries (Complete S	Staffing Schedule)	\$	230,440	\$	90,340	\$	20,100	\$	120,000
10	Employee Benefits		\$	-					 	
11	Payroll Taxes		\$	-						
12	Salaries and Benefit		\$	230,440	\$	90,340	\$	20,100	\$	120,000
	III.B Services and Su	ipplies Object Level			-					
	Membership Dues		\$	500	\$	500		4 000	<u> </u>	
	Food		\$	1,000			\$ \$	1,000		
	Office Expense Publications and Leg	nal Notices	\$ \$	3,866 21,000		16,000	\$ \$	3,866 5,000	├──	
	Transportation	Jai NULICES	ֆ \$	21,000		250	φ	5,000	<u> </u>	
	Professional and Sp	ecial Services	φ \$	2.30	Ψ	200				
	Other / Miscellaneou		\$	11,701	\$	2,001	\$	9,700		
	Services and Supplie	· ·	\$	38,317	\$	18,751	\$	19,566	\$	
	SUBTOTAL DIRECT		φ \$	268,757	φ \$	109,091	φ \$	39,666		120,000
21	IV. INDIRECT COS		ψ	200,737	ψ	109,091	ψ	39,000	ψ	120,000
				10.000	•	10,000				
22	22 Administrative Indirect Costs (Reimbursement limited to 10%) \$ 10,909 \$ 10,909 23 GROSS DIRECT AND INDIRECT COSTS \$ 279,666 \$ 120,000 \$ 39,666 \$ 120,000									

ENTITY BUDGET BY PROGRAM

EXHIBIT B-2

1

ENTITY BUDGET BY PROGRAM (Continued)

Santa Barbara County Department of Behavioral Wellness Entity Budget By Program										
AG	AGENCY NAME: Santa Ynez Valley People Helping People									
CC	OUNTY FISCAL Y	<u>_</u>		1.5						
HINE#	COLUMN#	1		2		3		4		5
	I. REVENUE SOUR	BEH W PR	COUNTY HAVIORAL ELLNESS COGRAMS TOTALS	Pr Coa	Primary evention alition - Mid County		annabis ducation		Childhood tal Health	
1	Contributions		\$	-						
2	Foundations/Trusts		\$	-						
	Behavioral Wellness		\$	280,266	\$	120,000	\$	39,666	\$	120,600
4	Other Government F		\$	-						
6		ecial Events & Fundraising	\$	-						
7 Other (specify) - Thrift Store Sales \$ - 5 Total Other Revenue \$ 280,266 \$ 120,000 \$ 3							39,666	\$	120,600	
5			\$	280,266	\$	120,000	φ	39,000	Ф	120,000
II. Client and Third Party Revenues: 6 Client Fees										
							- 120,600			
	III. DIRECT COSTS		BEH W PR	County Havioral Ellness Hograms Totals	Pr Coa	Primary evention alition - Mid County		annabis ducation		Childhood tal Health
	III.A. Salaries and B	enefits Object Level								
9	Salaries (Complete	Staffing Schedule)	\$	231,040	\$	90,340	\$	20,100	\$	120,600
10	Employee Benefits		\$	-						
11	Payroll Taxes		\$	10,258	\$	8,258	\$	2,000		
12	Salaries and Benefit		\$	241,298	\$	98,598	\$	22,100	\$	120,600
	III.B Services and S	upplies Object Level								
	Training		\$	500	\$	500	-			
14	Food		\$	1,300	\$	300	· ·	1,000		
15	Office Expense	al Nationa	\$ \$	1,916	\$	550 6 742		1,366		
16 17	Publications and Le		3	11,743	\$	6,743	\$	5,000		
		5		2 400	¢					
	Transportation		\$	2,400	\$	2,400	\$	500		
19	Transportation Professional and Sp	ecial Services	\$ \$	500	\$	2,400	\$ \$	500 9.700		
19	Transportation Professional and Sp Other / Miscellaneo	ecial Services us / Supplies	\$ \$ \$	500 9,700			\$	9,700		
19 20	Transportation Professional and Sp Other / Miscellaneo Services and Suppli	ecial Services us / Supplies es Subtotal	\$ \$ \$	500 9,700 28,059	\$	10,493	\$ \$	9,700 17,566	\$	-
19 20	Transportation Professional and Sp Other / Miscellaneo Services and Suppli SUBTOTAL DIRECT	ecial Services us / Supplies es Subtotal COSTS	\$ \$ \$	500 9,700			\$	9,700	\$	- 120,600
19 20 21	Transportation Professional and Sp Other / Miscellaneo Services and Suppli SUBTOTAL DIRECT IV. INDIRECT COS	ecial Services us / Supplies es Subtotal COSTS TS	\$ \$ \$ \$	500 9,700 28,059 269,357	\$	10,493 109,091	\$ \$	9,700 17,566	\$	- 120,600
19 20 21	Transportation Professional and Sp Other / Miscellaneo Services and Suppli SUBTOTAL DIRECT IV. INDIRECT COS Administrative Indire	ecial Services us / Supplies es Subtotal COSTS	\$ \$ \$	500 9,700 28,059	\$	10,493	\$ \$	9,700 17,566	\$	- 120,600 120,600

EXHIBIT B-2

ENTITY BUDGET BY PROGRAM (Continued)

		Santa Barbara County Entity Budget By	-		fBe	haviora	I W	ellness		
AG	ENCY NAME:	Santa Ynez Valley Peo	ole He	lpina Peo	ple					
				ipiligi oo	0.0					
CC	UNTY FISCAL YE	EAR: FY 25-26								
LINE #	COLUMN#	1		2		3		4		5
	I. REVENUE SOUR	CES:	BEI W PR	COUNTY HAVIORAL ELLNESS COGRAMS FOTALS	Pr Coa	Primary evention alition - Mid County		annabis ducation		Childhood htal Health
1	Contributions		\$	-						
2	Foundations/Trusts		\$	-						
	Behavioral Wellness		\$	295,866	\$	120,000	\$	39,666	\$	136,200
	Other Government F		\$	-						
6		ecial Events & Fundraising	\$	-						
7	Other (specify) - Thr		\$	-						
5	Total Other Revenue		\$	295,866	\$	120,000	\$	39,666	\$	136,200
II. Client and Third Party Revenues:										
6 Client Fees -										
7	Total Client and Thir	*	\$	-	\$	-	\$	-	\$	-
8	GROSS PROGRAM	REVENUE BUDGET	\$	295,866	\$	120,000	\$	39,666	\$	136,200
	III. DIRECT COSTS		BE I W PR	County Havioral Ellness Cograms Fotals	Pr Coa	Primary revention alition - Mid County		annabis ducation		[°] Childhood htal Health
	III.A. Salaries and B	enefits Object Level								
9	Salaries (Complete	Staffing Schedule)	\$	246,640	\$	90,340	\$	20,100	\$	136,200
	Employee Benefits	o ,	\$,			-,	,	,
11	Payroll Taxes		\$	10,258	\$	8,258	\$	2,000		
	Salaries and Benefit	e Subtotal	\$	256,898	•	98,598	\$	22,100	\$	136,200
12	III.B Services and Su		φ	200,090	φ	90,090	φ	22,100	φ	130,200
13	Training		\$	500	\$	500				
13	Food		ۍ \$	1,300	ֆ \$	300	\$	1,000		
	Office Expense		\$	1,300		550	φ \$	1,000		
16	Publications and Leg	al Notices	\$	11,743	\$	6,743	\$	5,000		
17	Transportation	· · · ·	\$	2,400	\$	2,400	+	2,000		
18	Professional and Sp	ecial Services	\$	500	-	.,	\$	500		
19	Other / Miscellaneou		\$	9,700			\$	9,700		
20	Services and Supplie	es Subtotal	\$	28,059	\$	10,493	\$	17,566		-
21	SUBTOTAL DIRECT	COSTS	\$	284,957	\$	109,091	\$	39,666	\$	136,200
	IV. INDIRECT COS	TS								
			_		_					
22	Administrative Indire	ct Costs (Reimbursement limited to 15%)	\$	10,909	\$	10,909				

EXHIBIT B-2

.

ENTITY BUDGET BY PROGRAM (Continued)

	Santa Barbara County Department of Behavioral Wellness Entity Budget By Program								
AG	AGENCY NAME: Santa Ynez Valley People Helping People								
СС	COUNTY FISCAL YEAR: FY 26-27								
*									
"INE#	COLUMN #		1		2		3		4
I. REVENUE SOURCES:				BEI W PF	County Havioral /Ellness Rograms fotals	Pi Coa	Primary revention alition - Mid County	-	annabis lucation
1	Contributions			\$	-				
2	Foundations/Trusts			\$	-				
3	Behavioral Wellness	-		\$	159,666	\$	120,000	\$	39,666
4	Other Government F			\$	-				
5	Total Other Revenue			\$	159,666	\$	120,000	\$	39,666
	II. Client and Third Party Revenues:								
6	Client Fees				-	<u></u>			
	Total Client and Thin GROSS PROGRAM			\$ \$	150,666	\$	-	\$	-
8	GRUSS PRUGRAM	I REVENUE BUDG			159,666 COUNTY	\$	120,000	\$	39,666
	III. DIRECT COSTS			BEI W PF	HAVIORAL ELLNESS ROGRAMS TOTALS	Pi Coa	Primary revention alition - Mid County	-	annabis lucation
	III.A. Salaries and B	enefits Object Leve	el						
9	Salaries (Complete	Staffing Schedule)		\$	110,440	\$	90,340	\$	20,100
10	Employee Benefits			\$	-				
11	Payroll Taxes			\$	10,258	\$	8,258	\$	2,000
12	Salaries and Benefit	s Subtotal		\$	120,698	\$	98,598	\$	22,100
	III.B Services and Su	upplies Object Leve	el						
13	Training			\$	500	\$	500		
14	Food			\$	1,300		300		1,000
15	Office Expense			\$	1,916		550	\$	1,366
16	Publications and Leg	gal Notices		\$	11,743	\$	6,743	\$	5,000
17 18	Transportation Professional and Sp	ecial Services		\$ \$	2,400 500	\$	2,400	\$	500
10	Other / Miscellaneou			۰ ۶	9,700			э \$	9,700
20	Services and Supplie			\$	28,059	\$	10,493	\$	17,566
	SUBTOTAL DIRECT			\$	148,757	\$	109,091	\$	39,666
	IV. INDIRECT COS	TS							
22	Administrative Indire	ct Costs (Reimbur	sement limited to 15%)	\$	10,909	\$	10,909		
23	GROSS DIRECT AN	ND INDIRECT COS	TS	\$	159,666	\$	120,000	\$	39,666

XX. Add FY 2024-2025 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Tables) as follows:

2. FY 2024-2025

Teac	ral Award Identification Table	
1 🔻	Subrecipient Name	Santa Ynez Valley People Helping People
2	Subrecipient Unique Entity Number (DUNS	
	Number)	941864472
3	Federal Award ID	1B08TI087026-01
1	FAIN	B08TI087026
5	Federal Award Date	2/20/2024
5	Subaward Period of Performance - Start Date	07/01/2024-06/30/2025
	and End Date	
7	Subaward Budget Period - Start Date and End	07/01/2024-06/30/2025
	Date	
8	Amount of Federal Funds Obligated by this	\$120,000.00
	Action by Pass Through to Subrecipient	
Э	Total Amount of Federal Funds Obligated to	\$120,000.00
	Subrecipient by Pass Through Including Current	
	Financial Obligation	
10	Total Amount of Federal Award Committed to	\$120,000.00
	the Subrecipient by the Pass Through Entity	*
11	Federal Award Project Description	Substance Use Prevention, Treatment, and Recovery Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral
15		Wellness
14	Contact Information for Awarding Official of	
14	5	Director
	Pass Through Entity	County of Santa Barbara
		Department of Behavioral Wellness
		300 N. San Antonio Rd
		Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	15% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SUBG including
		but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921
		of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor
		shall also comply with Performance Agreement Number 21-10112 between
		Department of Behavioral Wellness and DHCS, until such time as the amendment or
		a new Performance Agreement is entered into between Behavioral Wellness and
		DHCS. Contractor shall abide by subsequent Performance Agreements executed
20	Additional requirements- Financial and	Contractor shall abide by all relevant provisions listed in the County Contract under
20		
	Performance Reports	Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records
		and financial statements as necessary for the County to meet requirements of 2 CFR
		200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as
		applicable. Contractor shall also provide County documentation to complete its
		responsibilities per 2 CER § 200 344. In accordance with the County contract
		responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports,
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any,
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service.
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service.
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of
		Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by

XXI. Add FY 2025-2026 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Tables) as follows:

3. <u>FY 2025-2026</u>

	5 Federal Award Identification Table	
1	Subrecipient Name	Santa Ynez Valley People Helping People
2	Subrecipient Unique Entity Number (DUNS Number)	941864472
3	Federal Award ID	180871088093-01
4	FAIN	B08T1088093
5	Federal Award Date	2/24/2025
-	Subaward Period of Performance - Start Date	
6	and End Date	07/01/2025-06/30/2026
7	Subaward Budget Period - Start Date and End Date	07/01/2025-06/30/2026
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$120,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$120,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$120,000.00
11	Federal Award Project Description	Substance Use Prevention, Treatment, and Recovery Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd
45	OFFICIAL INC.	Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	15% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SUBG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, document or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by writte permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the dat of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

XXII. Add Exhibit E-1, MHS Program Goals, Outcomes and Measures as follows:

EXHIBIT E-1 – MHS PROGRAM GOALS, OUTCOMES AND MEASURES

(Applicable to programs described in Exhibit A-2.a, MHS Mental Health Services Act [MHSA] Prevention and Early Intervention [PEI] Early Childhood Mental Health Services)

PROGRAM EVALUATION for Santa Ynez Valley People Helping People (People Helping People): Contractor shall collect and report the following measurement indicators for short, intermediate, and long-term outcomes. Contractor shall on an ongoing basis report to County all evaluation, pre/post-test and survey results summaries, including:

Program Goals	Outcomes	(all outcomes are in %)
		School-based Counseling
1. Reduce mental health and substance abuse	A. Incarcerations/Juvenile Hall	<u><5</u>
symptoms resulting in reduced utilization of	B. Psychiatric Inpatient Admissions	<u><5</u>
involuntary care and emergency rooms for mental health and	C. Physical health hospitalizations	N/A
physical health problems.	D. Physical health emergency care	N/A
2. Assist clients in their	A. Stable/permanent housing	<u>></u> 95
mental health recovery process and with developing the skills	 B. Engaged in purposeful activity (educational, vocational, volunteer) 	<u>≥</u> 95
necessary to lead healthy and productive lives in the community.	C. Of those who discharged % who transitioned to a higher level of care (inpatient admission)	<u>≤</u> 15
	 D. Of those who discharged% who transitioned to a lower level of care (outpatient care) 	<u>≥</u> 85
	E. Incidents requiring a higher level of supervision	N/A
	F. Percent of clients who "showed improvement" on the Milestones of Recovery (MORS)	N/A

3. Provide mental health (and/or substance abuse) services for	 A. New out-of-primary home placements (county & out-of- county) 	<u><</u> 5
children and their	B. CANS (% completed)	N/A
families to prevent out- of-home and out-of- county placements.	 C. CANS Improvement in 3+ Domains (report % positive change by domain) 	N/A
	D. PSC (% completed)	N/A
	E. Other	N/A
 Provide education/ support services to children and families that promote positive parenting 	# Parenting education and support groups offered per year	N/A
5. Assist children and families in their mental health recovery process	# screenings and assessments for individuals presenting with mental health concerns	20
and with developing the skills necessary to lead healthy and productive lives	# referrals to Family Services Coordinators for case management and linkages/referrals to other needed services including referrals to BWell for Mental Health services	20

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

- **XXIII. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amended Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- **XXIV.** Execution of Counterparts. This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the County of Santa Barbara and Santa Ynez Valley People Helping People.

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

COUNTY OF SANTA BARBARA:

By:

LAURA CAPPS, CHAIR BOARD OF SUPERVISORS

Date:

By:

By:

ATTEST:

MONA MIYASATO COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

CONTRACTOR:

Santa Ynez Valley People Helping People

By:		By:
-	Deputy Clerk	
Date:		Name:

	DocuSigned by:
By:	Erica Jane Flores
	Authorized Representative
Name:	Erica Jane Flores
Title:	CEO
Date:	5/22/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM COUNTY COUNSEL **APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA AUDITOR-CONTROLLER

Signed by:

Lawna Jor Deputy 6344E6

By:

Signed by:

Deputy County Counsel

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR, DEPARTMENT OF BEHAVIORAL WELLNESS

DocuSigned by:

By:

Antonette "toni" Navarro

Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM, RISK MANAGER DEPARTMENT OF RISK MANAGEMENT

Signed by: Greg Milligan Risk Manager