

**SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT
INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement (this “Agreement”) is made and entered in the State of California, by and between Sierra Health Foundation: Center for Health Program Management, a California nonprofit public benefit corporation (“The Center”), and County of Santa Barbara, an independent contractor (“Contractor”), to support behavioral health telehealth infrastructure improvement activities, at Lompoc Children’s Mental Health Clinic, 401 East Ocean, Lompoc, California (“Lompoc Children’s site”), in connection with the Medication Assisted Treatment (MAT) Access Points Project (the “MAT Project”).

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

PURPOSE

The purpose of this procurement agreement is to purchase property in support of the MAT Project. The MAT Project is part of California’s State Opioid Response Grant Funding: Community Mental Health Services Block Grant (MHBG). The goal is to support behavioral health infrastructure improvement activities due to the impact of COVID-19. Funding received by The Center in connection with the MAT Project can be used for telehealth infrastructure and personal protective equipment costs for substance use disorder and/or mental health service providers.

DESIGNATED REPRESENTATIVE

Gil Alvarado at phone number 916-993-7701 is the authorized representative for The Center. Director at phone number 805-681-5220 is the representative of Contractor and will administer this Agreement for and on behalf of Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

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 The Center: Gil Alvarado, SVP Finance & Administration/CFO
 Sierra Health Foundation: Center for Health Program Management
 1312 Garden Highway, Suite 210
 Sacramento, CA 95833
 FAX: 916-922-4024

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

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.

STATUS OF PARTIES

The parties to this Agreement agree that Contractor is, and will remain throughout the term of this Agreement, an independent contractor, and not an employee, partner, agent, or principal of The Center. The Center shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, The Center shall retain the right to administer this Agreement so as to verify the Contractor is performing its obligations in accordance with the terms and conditions hereof. The Contractor is responsible for providing, at the Contractor's own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for Contractor and Contractor's employees and subcontractors. Similarly, the Contractor is responsible for all of the Contractor's own expenses, including but not limited to any and all taxes resulting from the Contractor's operation. The Contractor has no authority to make any commitments on The Center's behalf or to bind The Center in any way whatsoever. During the term of this Agreement, The Center may engage other contractors to perform the same or similar work that the Contractor performs. The Contractor will supply all tools, materials, and equipment required to perform the Contractor's services under this Agreement. Neither party hereto shall use the other party's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Neither party hereto shall use the other party's name or logo in any manner that would give the appearance that such party is endorsing the other party. Each party shall not in any way contract on behalf of or in the name of the other party. Neither party shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the other party or its projects, without obtaining the prior written approval of such other party.

CONTRACT TIMELINE

The MAT Project timeline and this Agreement commence on September 1, 2020, (the "Effective Date"), and terminate on June 30, 2021 unless earlier terminated in accordance with the terms of this Agreement.

DELIVERABLES AND REQUIRED REPORTING

The Contractor agrees to execute and complete the stated line items and deliverables in accordance with the Behavioral Telehealth Request for Application Overview application for the Lompoc Adult Clinic site submitted by the Contractor and approved by The Center (the "RFA Application") set forth in Exhibit VII and in accordance with the Budget and Budget Justification set forth in **Exhibit I**. In the event of any conflict between the RFA Application and **Exhibit I**, **Exhibit I** shall control. The Contractor must provide Reports as set forth in **Exhibit II**.

COMPLIANCE

The MAT Project is a Federally funded program as set forth on **Exhibit VI**. All documents or other materials prepared in the performance of this Agreement must be retained by the Contractor in accordance with all applicable Federal compliance requirements and the terms hereof. All deliverables provided by the Contractor to The Center in connection with this MAT Project will become the property of The Center, and The Center may transfer the rights in such property to the State of California. The Contractor is required under the Code of Federal Regulations 45 CFR Part 75, section §75.303, and §75.364 to provide access to records, to maintain sufficient internal controls, and to retain all documents, copies of invoices, and backfiles for compliance and internal use. The Center reserves the right to audit the records of the Contractor, including all supporting documentation, reports, and other records related to the use of the funding. Non-compliance with this Agreement, Federal statutes, regulations, or the terms and conditions of a Federal award §75.371 may result in the adverse action, including but not limited to, the following:

- (a) withhold of payments pending correction of the deficiency or non-compliance;
- (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) wholly or partly suspend any activities of Contractor or terminate the award to Contractor;
- (d) initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and awarding agency regulations at 2 CFR part 376 (or recommend such a proceeding be initiated by an awarding agency);
- (e) withhold from Contractor further awards for the MAT Project;
- (f) adverse action by a Federal or State agency, including the California Health and Human Services Agency ("CHHS") or other awarding agency; and
- (g) any other remedies or actions that may be legally available.

AUDIT AND RECORD RETENTION; MONITORING

Contractor agrees that The Center, CHHS, Department of Health Care Services ("DHCS"), the Department of General Services, the Bureau of State Audits, or their designated representatives, including the Comptroller General of the United States, shall have the right to review and to copy any records and supporting documentation pertaining to Contractor's performance of this Agreement. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the performance of this Agreement (GC 8546.7, CCR Title 2, Section 1896.77). Contractor agrees to maintain and preserve, until six (6) years after termination of this Agreement and final payment to Contractor hereunder, to permit DHCS and The Center (or their respective duly authorized representatives) to have access to, examine or audit any pertinent books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records. All of the foregoing audit rights set forth in this paragraph shall survive the termination of this Agreement.

The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses.

Contractor agrees that The Center and DHCS (or their respective designated representatives) will have the right, at any time during the term of this Agreement during Contractor's normal business hours, to conduct monitoring activities with respect to the services and deliverables being provided by Contractor hereunder, and Contractor's compliance therewith, including, but not limited to, on-site visits and desk reviews.

PAYMENTS

Subject to the terms of this Agreement, The Center agrees to pay Contractor the total contract of **\$50,000.00** in full upon the later of (i) the execution of this Agreement and (ii) The Center's receipt of funding for the MAT Project from the funding agency.

EXPENSES ALLOWABILITY/FISCAL DOCUMENTATION

- (a) Financial reports received from the Contractor and accepted and/or submitted for payment by The Center shall not be deemed evidence of allowable agreement costs;
- (b) Contractor shall maintain for review and audit and supply to The Center upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability;
- (c) If the allowability or appropriateness of an expense cannot be determined by The Center because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to general accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by The Center or Contractor may be required to return spent funds to The Center. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

RECOVERY OF OVERPAYMENTS

- (a) Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by The Center by one of the following options:
 - (i) Contractor's remittance to The Center of the full amount of the audit exception within 30 days following The Center's request for repayment;
 - (ii) A repayment schedule that is agreeable to both The Center and Contractor.

- (b) The Center reserves the right to select which option will be employed, and the Contractor will be notified by The Center in writing of the claim procedure to be utilized.

FUNDING RESTRICTIONS

- (a) The Contractor agrees expenditures must adhere to the following guidelines:
 - (i) expenditures must be tied to, and for the purposes of, the MAT Project;
 - (ii) State Opioid Response (SOR) funding disbursed through The Center are the payer of last resort only;
 - (iii) expenditures must be used for allowable activities and costs as outlined in the RFA Application;
 - (iv) expenditures must be made for direct treatment service providers;
 - (v) expenditures must be reasonable in light of the services or goods provided; and
 - (vi) expenditures must be substantiated by invoices, receipts, pay records, checks, and other appropriate documentation;
- (b) Contractor shall not use any grant funds made available under this Agreement to:
 - (i) pay for any lease beyond the MAT Project period, or prepay any other expense beyond the MAT Project period;
 - (ii) pay for housing other than residential mental health and/or substance abuse treatment;
 - (iii) pay for cleaning supplies and hand sanitizers as personal protective equipment;
 - (iv) pay for telehealth equipment for clients or patients;
 - (v) pay for other unallowable costs as outlined in the RFA Application;
 - (vi) provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.);
 - (vii) make direct payments to individuals to induce them to enter prevention or treatment services. However, Substance Abuse and Mental Health Services Administration (SAMHSA) grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access and retention in prevention and treatment programs; or
 - (viii) make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Funding Opportunity Announcement. Grant funds may be used for light snacks, not to exceed \$3.00 per person.

- (c) Grant funds shall not be used for services that can be paid through other accessible sources of funding, such as Title XIX of the Social Security Act, other federal discretionary and formula grant funds, non-federal funds, third party insurance, and sliding scale self-pay, among others.
- (d) Grant funds shall not supplant current funding of existing activities.
- (e) Outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.

INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless DHCS, The Center, and their respective directors, officers, employees, and agents from any claim of any kind whatsoever, including attorneys' fees and related expenses, caused by Contractor's performance of this Agreement or Contractor's breach of this Agreement (in either case, whether arising from Contractor's actions or inactions), or caused by to the performance of this Agreement by any contractors, subcontractors, suppliers, laborers, and any other person or entity furnishing or supplying work, services, materials or supplies to or through Contractor in connection with Contractor's performance of this Agreement. Contractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due from Contractor hereunder against any amounts due and payable to Contractor hereunder.

INSURANCE

Contractor shall maintain insurance coverage, through commercial insurance, self-insurance or a combination thereof, with policy limits sufficient to protect and indemnify The Center from and against any claim, loss, expense, cost, damage, or liability arising out of the performance of Contractor's responsibilities pursuant to this Agreement. The Center and DHCS shall be listed as an additional insured under such insurance policies, and Contractor shall forward a certificate of insurance verifying such insurance upon The Center's written request. Contractor represents and warrants to The Center that, as of the Effective Date, it maintains the following policies of insurance: (a) workers' compensation insurance for Contractor's employees and (b) comprehensive or commercial general liability insurance coverage in the minimum amount of \$2,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross liability.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Contractor represents warrants and covenants that the services and deliverables to be provided under this Agreement shall be performed in accordance with all laws, and in a professional manner conforming to the generally accepted industry standards and practices. Contractor shall, at all times during the term of this Agreement, maintain all licenses, permits, and governmental approvals required by federal and state law to provide the services and deliverables hereunder.

The Contractor represents warrants and covenants that, to the extent relevant, it complies with, and will comply with, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164, and any similar laws or regulations are now existing or hereinafter arising. Contractor shall not use or disclose individually identifiable health information as set forth in 45 CFR section 160.103 ("Protected Health Information" or PHI) or "Personal Information" as defined in California Civil Code section 1798.29 ("PI"), other than as permitted or required by law, and shall implement administrative, physical, and technical safeguards that reasonably and appropriately

protect the confidentiality, integrity, and availability of PHI and PI, including electronic PHI and PI, that it creates, receives, maintains, uses or transmits. The Contractor should not transmit PHI or PI to The Center without The Center's prior consent unless such PHI or PI was obtained by the Contractor from The Center. To the extent Contractor is using contract funds to cover individual direct patient services, the Contractor will comply with any SAMHSA GPRA (Government Performance and Results Act of 1993) reporting requirements.

Contractor represents and warrants that the materials produced by Contractor under this Agreement are and will be original and do not and will not infringe upon any statutory or common-law copyright, proprietary right, intellectual property right, or any other right of any other person.

The Contractor agrees to provide all statistical data as requested through the Progress Reports in this Agreement and with respect to the services and deliverables provided by Contractor hereunder, including, but not limited to, a number of individuals served and/or impacted.

The Contractor shall ensure that its services provided hereunder are, and will be, accessible to persons with limited English proficiency.

Any subcontractors hired by the Contractor will be advised of and abide by this Agreement unless other arrangements are first approved in writing by The Center, and that Contractor will be responsible for the subcontractors' adherence to the terms of this Agreement.

The Contractor has not, and should not, hire The Center employees to perform any portion of work or services provided for herein, including secretarial, clerical, and similar incidental services.

The Contractor agrees that all operators of motor vehicles reimbursed with grant funds made available under this Agreement will hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license. The Contractor must possess automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. The Contractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto. The Contractor agrees that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement. Contractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension of continuation thereof, or for a period of not less than one (1) year.

The Contractor will not publish any information derived from work performed or data obtained in connection with services rendered under this Agreement unless first approved in writing by The Center.

The Contractor agrees to comply with all requirements of 45 CFR Part 75 and all of the Federal Equal Opportunity Requirements set forth on **Exhibit III**.

Contractor represents that, to the best of its knowledge, it is registered and in good standing, with the Federal System for Award Management (SAM) and is not a suspended or debarred party on the excluded parties list system on SAM. The Contractor agrees to comply with all Debarment and Suspension Certification requirements set forth on **Exhibit IV**.

The Contractor agrees to comply with all Air or Water Pollution requirements set forth on **Exhibit V**.

All information submitted to The Center by Contractor, as of the date hereof, is, and hereafter will be, accurate to the best of its knowledge and belief.

CONFIDENTIALITY

Contractor agrees that, except to the extent required by any and all applicable laws or regulations, it will not copy, reproduce, make any unauthorized use of or disclose to any other person or entity: (a) any confidential or proprietary information given to or made available to Contractor in the performance of its services and deliverables under this Agreement or (b) any deliverables provided to The Center hereunder.

Contractor agrees that, consistent with any and all applicable laws or regulations, it will (and will cause its employees, agents, and subcontractors) to protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to Contractor, its employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person. Contractor and its employees, agents, or subcontractors will not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its employees, agents, or subcontractors will promptly transmit to The Center all requests for disclosure of such identifying information not emanating from the client or person.

ASSIGNMENT

This Agreement may not be assigned by the Contractor, either in whole or in part, without the written consent of The Center. Any such assignment in violation of the foregoing will be deemed null and void.

ENTIRE AGREEMENT

This Agreement, together with the Exhibits hereto, contains all of the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties or to vary any of the terms herein.

AMENDMENTS AND MODIFICATIONS

No amendment, modification, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

TERMINATION

Either party may terminate this Agreement by providing 30 days' written notice to the other party, provided that The Center may terminate this Agreement at any time, effective upon Contractor's receipt of the notice if Contractor is in breach of any term hereof. Contractor acknowledges and agrees that in the event: (a) funding for the MAT Project terminates, (b) DHCS requires the substitution or termination of the Contractor as a subcontractor of The Center, or (c) DHCS does not approve this Agreement, then this Agreement will terminate without penalty and with no further obligations for payments to Contractor. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the MAT Project, this Agreement shall terminate and be of no further force or effect.

SECTION HEADINGS

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

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.

TIME IS OF THE ESSENCE

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

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.

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).

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.

CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of California.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or .pdf), but which together shall constitute one and the same instrument.

{Remainder of page intentionally left blank; Exhibits to follow}

EXHIBITS

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EXHIBIT I - BUDGET AND BUDGET JUSTIFICATION

**The Center
Proposed Project Budget**

County of Santa Barbara

Department of

Applicant Organization/Site: **Behavioral Wellness - Lompoc Children's Clinic**
 SUD or MH Opportunity: **Mental Health Opportunity**

	Total Project Budget	Requested from The Center	Other Funding Committed to Project
I. Telehealth Infrastructure			
1 Laptops	\$26,900.00	\$26,900.00	
2 Monitors (Set of 2)	\$7,600.00	\$7,600.00	
3 Video Conferencing Licenses	\$3,600.00	\$3,600.00	
4 Group Telehealth Conferencing Room	\$8,000.00	\$8,000.00	
5			
6			
7			
8			
Total Telehealth Expenses	\$46,100.00	\$46,100.00	\$0.00
II. Personal Protective Equipment (up to 10%)			
1 N95 Masks (Pack of 20)	\$2,000.00	\$2,000.00	
2 Disposable Gowns (Pack of 50)	\$900.00	\$900.00	
3 Face Shields (Pack of 10)	\$1,000.00	\$1,000.00	
4			
5			
6			
7			
8			
Total PPE Expenses	\$3,900.00	\$3,900.00	\$0.00
Total Grant Expenses	\$50,000.00	\$50,000.00	\$0.00

EXHIBIT I – BUDGET AND BUDGET JUSTIFICATION



Alice Gleghorn, PhD
Director

Mental Health Telehealth Activities Budget Narrative
Lompoc Children’s Mental Health Clinic

SAM DUNS#: 149656154
W-9 EID#: 95-6002833
Agency Type: Local Government / County

Summary:

The Santa Barbara County Department of Behavioral Wellness request a total of **\$50,000** grant funds for Mental Health Telehealth activities. These funds will be used for telehealth infrastructure enhancement/ expansion, which will include hardware & software purchases.

Services: Outpatient Mental Health Services for Children

Address: 401 E Ocean, Lompoc, CA 93436

Telehealth Infrastructure – \$46,100

- > 15 Laptops (Docking Station, Laptop, Keyboard/Mouse) = \$26,900
- > 15 Monitors (Set of Two) = \$7,600
- > 15 Video Conferencing Licenses = \$3,600
- > 1 Group Telehealth Conferencing Room (HD Webcam, Microphone, Speaker, TV) = \$8,000

PPE – \$3,900

- > 15 N95 Masks (Packs of 20) = \$2,000
- > 40 Disposable Gowns (Packs of 50) = \$900
- > 15 Face Shields (Packs of 10) = \$1,000

EXHIBIT II – PROGRAM AND FINANCIAL REPORTING REQUIREMENTS

The Contractor will submit a separate Program Progress Narrative report during the duration of the contract and a separate Program Narrative and Financial Final Report at the contract end.

Required Deliverables:

- Deliverable 1: Sign and return this Agreement.
- Deliverable 2: Submission and approval of Progress Narrative Report. Applicants will be informed if their reports are not approved and will have an opportunity to rectify any outstanding issues
- Deliverable 3: Submission and approval of both the Final Narrative Report and Final Financial Report. Applicants will be informed if their reports are not approved and will have an opportunity to rectify any outstanding issues

The last day to submit reports is 7/30/2021. The reporting schedule is as follow:

Report	Report Period	Due Date to The Center
Progress Narrative Report	9/1/2020-1/31/2021	2/15/2021
Final Narrative Report	9/1/2020-6/30/2021	7/15/2021
Final Financial Report	9/1/2020-6/30/2021	7/15/2021

Report Outline

Please provide written responses via Word or PDF for the narrative reports. Please provide the final financial report via Excel.

Progress Narrative Report Components

- Accomplishments to date
- Barriers to date
- A detailed summary of the MAT project progress to date

Final Narrative Report Components

- Accomplishments over the contract period
- Barriers over the contract period
- A detailed summary of the MAT project over the contract period

Final Financial Report Components

- Report actual expenditures compared to the approved budget. Explain all budget variances.

Submission Process

Please submit all reports via email [to mataccesspoints@shfcenter.org](mailto:mataccesspoints@shfcenter.org) by the due date.

Subject: "Behavioral Health Telehealth [Progress/Final] Report"

Please include your contract number in the body or subject of the email.

EXHIBIT III – FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

(Applicable to all federally funded agreements entered into by The Center.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or The Center, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's non-compliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed, and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs, or The Center may direct as a means of enforcing such provisions, including sanctions for non-compliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by The Center, the Contractor may request in writing to The Center, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

EXHIBIT IV – DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 2) Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) violation of Federal or State antitrust statutes, the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in Paragraph b(2) herein
 - 4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default;
 - 5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 376;
 - 6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed or debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by The Center; and
 - 7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to The Center.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, The Center may terminate this Agreement for cause or default.

EXHIBIT V – AIR OR WATER POLLUTION REQUIREMENTS

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations, and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

EXHIBIT VI – SCHEDULE OF FEDERAL FUNDS

There are Federal funds in this contract. The Contractor is a sub-recipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) number: 93.958

CFDA Title: Community Mental Health Services Block Grant (MHBG)

Name of the Federal awarding agency: SAMHSA

Amount in this contract: \$50,000.00

Total Federal Funds in this contract: \$50,000.00

Contractor's (Subrecipient's) DUNS Number is: 149656154

The Contractor shall comply with all Federal requirements, including OMB requirements for Single Audits (<https://singleaudit.org/program/?id=93.958>), in addition to The Center audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal funding source above may be changed upon written notice from The Center to Contractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

**EXHIBIT VII – BEHAVIORAL TELEHEALTH REQUEST FOR APPLICATION OVERVIEW
APPLICATION**

MAT BH Telehealth Application**Instructions****Application Instructions**

Be sure to read the request for applications carefully before beginning your application. Required fields and attachment uploads are marked with *.

You may save your in-progress application at any time and return to it later using the link you will receive in an automated e-mail.

Should you have questions, click on Contact Us to the right of the purple tabs above or send an e-mail to mataccesspoints@shfcenter.org.

Applicant Information**Applicant Information****Organization Name**

Enter the organization's legal name.

County of Santa Barbara Department of Behavioral Wellness

Address

401 E Ocean

City	State	Zip Code	County of Organization's Primary Location
Lompoc	CA	93436	Santa Barbara

Phone	Tax ID Number	Web Site
	95-6002833	

DUNS #

If organization has a DUNS #.

149656154

SAM Expiration Date

If organization is registered in the SAM system, enter the registration expiration date.

3/2/2021

Congressional District

Enter the Congressional District of the applicant organization's primary location.

24

Congressional District(s) Service Area

Enter the Congressional district(s) where the organization's beneficiaries live.

24

CEO / Director

Prefix	First Name	Last Name
Dr.	Alice	Gleghorn

Title
Director, Behavioral Wellness

E-mail	Office Phone	Extension
agleghorn@sbcbswell.org	805-681-5220	

Application Contact (for questions related to this proposal)

No **Check here if same as CEO/Director**

Prefix	First Name	Last Name
None	Evelyn	Zuroske

Title
Business Analyst

E-mail	Office Phone	Extension	Social Media
ezuroske@sbcbswell.org	805.865.0592		<i>Twitter, Facebook, Instagram, etc.</i>

Web Site

Project Information

Project Information

Project Name

10 words maximum

Lompoc Children's Telehealth Expansion

Brief Summary and Purpose of Project

300 words maximum

Behavioral Wellness serves clients with a wide-range of mental health needs from prevention activities to crisis response for children, youth and adults. To continue to provide high-caliber services, our Lompoc Children's Clinic will need to enhance the ability to supply staff with portable technology such as laptops, monitors and telehealth software licenses that support multi-modal access platforms. Upgrading equipment, increasing multi-modal access platform licenses, and providing staff and clients with telehealth centers will have a positive impact on our ability to increase avenues for engagement. Enhancement will also provide staff with flexible platforms necessary to continue high levels of coordination of care, especially with clients who are in high-risk situations or have to self-quarantine. Spanish is Santa Barbara County's threshold language and Mixteco is an underserved population and providers will be able to reach out with language interpretation services supported through telehealth platforms rather than face to face interaction.

Grant funding will allow us to convert offices and conference rooms into safe, confidential drop-in telehealth centers, increasing our client's ability to engage in services with minimal risk to the client and our staff. Examples of telehealth solutions include services in a clinical setting with social

distanced telehealth for clinical groups in reconfigured conference rooms where the clinician and clients can be present in person or virtually, or new clients at home interact with a provider working offsite via laptop for the initial screening, assessment, and ongoing treatment. Overall, the expansion and enhancement of technologies will ensure a continued level of services to clients while providing consistent points for the safety net beneficiaries to access on-site social distancing telehealth, on-site face to face services, and solely virtual telehealth services.

Total Amount Requested

Up to \$50,000.00
50000

Project Start Date

Start Date: September 1, 2020, but no later than September 30, 2020.
9/1/2020

Project End Date

Organizations may expend funds until June 30, 2021.
6/30/2021

Opportunity Applying For

Please indicate which opportunity you are applying under:
MH Telehealth Activities

Project Geography

Geography: County-level

Please indicate which County your site is located.
Santa Barbara (100%)

Please check below if you serve patients in rural areas.

Population to be Served

Population To Be Served (Classifications)

Please select all that apply.
Youth with serious emotional disturbances (SED)
Youth with mental health disorders

Targeted Populations (Race/Ethnicity)

For the racial and ethnic populations that will be affected, provide your best estimate of the percentage of the total people of each population (Total must add up to 100.)
African-American/Black (3%)
Asian-American/API (1%)
Latino/Hispanic (65%)
Native American (1%)
White (23%)
Mixed race (5%)
Other (2%)

Other Populations

If you selected "Other" above, please specify.
Unknown/not reported

Project Narrative

Project Narrative Questions

Need

Please briefly describe the need to improve your facility's telehealth infrastructure; especially as it related to the impact of COVID-19. Please include a description of your facility's existing telehealth infrastructure and capacity to provide telehealth services. (500 word maximum)

The IT Department regularly assesses our technology needs and creates a multi-year strategic plan to upgrade technology on a regular basis for all employees and budgets accordingly. However, with the swift conversion to telehealth in response to COVID-19 restrictions, our technology needs changed overnight and decimated our IT budget. While we have attempted to supply all clinical staff with proper equipment, we still have staff who are not fully telehealth capable. The unanticipated and steep costs for subscriptions to Zoom and other multi-modal access platforms has severely impacted our ability to provide staff with upgraded equipment as planned for this year. Additionally, some of our highest need clients lack access to equipment necessary to engage in telehealth services. To address these challenges, we need to create telehealth centers within our offices where clients and staff can safely engage in confidential services. We will also need to upgrade and/or expand our ability to develop telehealth centers in larger spaces to conduct group therapy, hold team meetings, and continue to collaborate with our community partners to provide Coordination of Care, especially when responding to crisis situations in the field.

Our IT and Facility staff identified areas within the building that can be converted into individual and larger telehealth centers. Transforming these areas will provide staff and clients with dedicated, safe, and confidential areas in which to engage in individual or group sessions and team meetings. Larger spaces will also provide adequate spacing per COVID restrictions for in-person and virtual engagement in team meetings, group sessions and when collaborating with community partners. Telehealth centers will also provide an avenue for coordination of lab services, support medication management sessions and allow for consultation areas between clients and other program staff. While transitioning to telehealth has created some barriers it has also opened up opportunities to provide services to our "safety net" and homeless clients as well as those who live in unserved and underserved communities. Expanding staff capacity to deliver telehealth services will address some of the challenges we have faced when trying to serve clients in geographically isolated areas.

We anticipate a high level of on-site engagement with the telehealth centers as they become available.

Therefore, we are also requesting funds for PPE to ensure clients and staff remain safe during in-person contacts where social distancing and indoor activity may increase exposure to the virus. Many of our clients lack resources necessary to obtain proper safety equipment, thereby increasing their risk to themselves and the community. To decrease the risks associated with close contact, we will need to supply clients, staff, community partners and other visitors with approved, disposable safety equipment while at the clinic.

Desired Outcomes

Please describe your organization's desired outcome of improving your telehealth infrastructure. (300 word maximum)

Increase our portable and facility-centered telehealth capacity for staff and clients. Our capacity to provide consistent ongoing service has been limited since not all staff have access to modern technology whether they are at home or in a therapy or conference room. Barriers include staff having a desktop, but not a laptop therefore impeding portability, staff having laptops with small monitors obstructing the clinician's ability to see all speakers at once while monitoring non-verbal cues, or having no staff access to technology when in the field including Wifi and other internet

connectivity.

Continue to provide clients with high-caliber services utilizing multi-modal platforms allowing clients to consistently engage in services necessary to obtain positive treatment outcomes. As essential service workers, staff have transitioned to new schedules and are providing telehealth at home, onsite and in the field, which is key to keeping clients engaged in services. The platforms requested in the grant will ensure ongoing services are delivered without interruptions while also creating engagement opportunities for new clients. We continue to adjust facility hours to accommodate client needs outside of regular business hours, especially for parents who are not able to bring children or themselves to services, have limited transportation options, and other needs that may arise due the COVID-19 restrictions and response to other natural disasters.

Enhance our ability to engage linkages and supports including law enforcement, justice system, CWS and other community partners in care for our clients. Our crisis teams partner with law enforcement and the justice system to divert individuals from jail and into needed mental health services. We also work closely with community partners, including CWS, as clients transition between levels of care. It is imperative that we supply our staff with the technology needed to ensure this level of collaboration continues, regardless of COVID challenges.

Population Served

Please describe how your organization will utilize this funding to serve individuals with health disparities, including those living in rural areas. (200 word maximum)

Grant funding will allow us to enhance our ability to remain consistently engaged with current and new clients, with a focus on "safety net" individuals and those at risk of being impacted by COVID. Additional and upgraded equipment will allow staff to have the flexibility necessary to deliver high-caliber, consistent services to adults, children and families from home, in our facilities and in the field. Creating telehealth centers will increase client ability to access services especially if they have little to no access to equipment necessary to receive telehealth services. Increasing our telehealth capacity will also allow us to provide more services to clients in unserved and underserved areas, including Carpinteria, Maricopa, New Cuyama, Guadalupe and Santa Ynez. Targeted populations include LatinX, agricultural workers, Mixteco, homeless and at-risk of homeless, LGBTQIA+, TAY, elderly and veterans. We also serve individuals who have been exposed to trauma or are experiencing onset of serious psychiatric illness, children and youth who are in stressed families, are at-risk for school failure, being involved in the juvenile justice system and/or substance use disorders and other underserved cultural populations.

Assurances

Yes **If funded, the applicant organization agrees to HIPAA compliance.**

Yes **The application organization has a current contract with the county Behavioral Health ___ entity.**

Attachments

Proposed Budget - up to \$50,000.00

Proposed Itemized Budget

Applicants must use the provided budget template. Please update the budget in Excel format.
[Lompoc Childrens Budget.xls](#)

Proposed Corresponding Budget Narrative

Applications must include the type and quantity of budgeted telehealth equipment or PPE items. Upload your budget narrative in word or PDF format.
[Lompoc Childrens Budget Narrative.pdf](#)

DHCS License and/or Certification

Copy of DHCS license and/or certification
Upload a copy of DHCS license and/or certification.
[Lompoc B Street_Childrens Clinic MHS DHCS Certification.pdf](#)

County Behavioral Health Department Contract

Copy of County Behavioral Health Department contract
Upload a copy of your County Behavioral Health Department contract in PDF format.
[Lompoc Childrens.pdf](#)

W-9

Applicant Organization's Form W-9
Upload the applicant organization's form W-9 in PDF format.
[2020 County of Santa Barbara W-9.pdf](#)

RESOURCES

- Medication Assisted Treatment Website - www.mataccesspoints.org
- SAM (System for Award Management) – www.sam.gov
- MAT Expansion Project page on the DHCS Website - <https://bit.ly/2w2Vx9f>
- [45 CFR Part 75](#)
- For questions regarding the MAT Access Points Project, please contact Nora Dunlap at ndunlap@sierrahealth.org or the general email at.mataccesspoints@shfcenter.org

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

SIERRA HEALTH FOUNDATION:

COUNTY OF SANTA BARBARA

CENTER FOR HEALTH PROGRAM MANAGEMENT

BY
Gil Alvarado
Sr. Vice President of Finance & Administration

BY
Authorized Representative Signature

Print Name of Authorized Representative & Title

DATE:

DATE:

The Center Contract Manager:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Program Officer
1321 Garden Highway
Sacramento, CA 95833

Contractor's Mailing Address:

County of Santa Barbara Department of Behavioral Wellness
Lompoc Child
Alice Gleghorn
Director
300 N. San Antonio Road
Santa Barbara, CA 93110

Contractor's Contact Information:

(805) 861-5520
agleghorn@co.santa-barbara.ca.us

Secondary Contact Information:

Evelyn Zuroske
Business Analyst
401 E. Ocean
Lompoc, CA 93436
(805) 865-0592
ezuroske@sbcbehealth.org

Contractor's Tax ID Number:

95-6002833

Contractor's DUNS Number:

149656154

SAMs Expiration Date:

3/2/2021

Contract Number:

CA20MAT222