

Attachment A-
CalMHSA HEDIS
Performance Measurement Program PA
(HEDIS 25) FY 25-29

11635-SB-QM-25_26
HEDIS Performance Measurement
Santa Barbara County
December 5, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
HEDIS PERFORMANCE MEASUREMENT
MEASUREMENT YEAR 2025/REPORTING YEAR 2026

COVER SHEET

Santa Barbara County ("Participant") desires to participate in the HEDIS Performance Measurement Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, as well as the terms of the JPA-Business Associate Agreement executed between the parties, which is incorporated herein by reference. The Agreement is effective on January 1, 2025, through December 31, 2029 ("Term"). The following exhibits are attached and form part of this Agreement:

- | | | |
|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | Exhibit A | Detailed Program Description, Requirements, Restrictions |
| <input checked="" type="checkbox"/> | Exhibit B | General Terms and Conditions |

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

1. **Summary of Program:** CalMHSA is offering the following Program to Participant:

This is a multi-year Agreement to support the Participant in the calculation, reporting, and monitoring of Behavioral Health Accountability Set ("BHAS") measures under the Program. The Agreement will be amended annually to include new Service information and/or updated reporting requirements for subsequent Measurement Years. Currently this Agreement only addresses the deliverables associated with Measurement Year 2025/Reporting Year 2026. Participants have the option of selecting a Simple or Enhanced deliverable bundle, as described below, depending on their county's needs.

2. **Funding:** The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of \$60,750. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt of CalMHSA invoice for Services.

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SIGNATURE PAGE TO FOLLOW

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SIGNATURE PAGE

Participation Agreement for Quality Measures and Performance Improvement Program Services between
California Mental Health Services Authority and County of Santa Barbara.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of January 1, 2025 by
the Participant.

Authorized Signatures:

Participant: Santa Barbara County

County of Santa Barbara:

By:

LAURA CAPPS, CHAIR
Board of Supervisors

Date:

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:

Deputy Clerk

Date:

APPROVED AS TO FORM:

RACHEL VAN MULLEM
County Counsel

By:

Signed by:

Idalia Gomez

0FF9498BF6794A8...

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
Auditor-Controller

By:

Signed by:

James Munro

02B...A84DE...

Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, Director
Department of Behavioral Wellness

By:

DocuSigned by:

Antonette "Toni" Navarro

2095C5A16FE1474...

Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
Risk Manager

By:

Signed by:

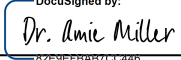
Greg Milligan

05F555E00269466...

Risk Manager

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California Mental Health Services Authority (CalMHSA)

Signed:  DocuSigned by:
62E9EFB8B7CC486... Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: 12/5/2025

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Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Program will support the Participant in meeting the BHAS Healthcare Effectiveness Data and Information Set (“HEDIS”) reporting requirements for Measurement Year (“MY”) 2025/Reporting Year (“RY”) 2026. CalMHSA will utilize data provided by the Participant to analyze Participant’s performance of the four required Mental Health Plan (MPH) and four required Drug Medi-Cal Organized Delivery System (DMC-ODS) measures.

This Agreement will be amended on an annual basis to add Service information and/or reporting requirements related to future Measurement Years. In keeping with HIPAA and National Committee of Quality Assurance (“NCQA”) HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after the Measurement Year in which the data is received, unless litigation pending. All data will be destroyed after it has been retained for six years, unless litigation pending. CalMHSA will utilize the NCQA proprietary measure specifications to provide the Participant with the results of the analysis of the Participant’s performance on the relevant measures. CalMHSA will provide additional information to DHCS and/or the California External Quality Review Organization (CalEQRO) if requested by Participant.

MY25/RY 26 Required BHAS Measures*:

The four required Mental Health Plan (“MHP”) Measures include:

- Follow-Up After Emergency Department for Mental Illness (“FUM”);
- Follow-Up After Hospitalization for Mental Illness (“FUH”);
- Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics (“APP”);
- Adherence to Antipsychotic Medications for Individuals with Schizophrenia (“SAA”).

The four required Drug Medi-Cal Organized Delivery System (“DMC-ODS”) Measures:

- Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (“FUA”);
- Pharmacotherapy of Opioid Use Disorder (“POD”);
- Use of Pharmacotherapy for Opioid Use Disorder (“OUD”);
 - Substance Abuse and Mental Health Services Administration (“SAMHSA”) is the measure steward.
- Initiation and engagement of Substance Use Disorder Treatment (“IET”).

***Please Note:** CalMHSA will only calculate the measures that are required reporting for the Participant’s Behavioral Health Plan.

Obligations:

CalMHSA shall:

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- Be certified as an NCQA-Certified Vendor for all NCQA MY 25 measures/RY 26.
- Analyze and produce results of the Participant's performance of HEDIS MHP and DMC-ODS measures results based on NCQA MY 2025 specifications using data provided by the Participant.
- Accept required data files from Participant via secure file transfer.
- Complete all deliverables included with the purchase of a Simple or Enhanced Bundles for MY 2025/RY 2026 as detailed in Table 1, below.
- For Participants utilizing SmartCare:
 - CalMHSA will extract relevant Medi-Cal Master Eligibility (MMEF), MHP and DMC-ODS services and/or 837 file claims data from SmartCare EHR.

TABLE 1			
Included in the following Bundles:	Deliverables #	Deliverable Title	Description
<ul style="list-style-type: none"> ○ Simple ○ Enhanced 	1	MY25 HEDIS/RY 26 Audit Support	<p>CalMHSA will apply certified logic to data provided by the Participant to calculate the required BHAS measures for annual EQRO audit deliverables and DHCS requirements. CalMHSA will produce and submit the following deliverables directly to the EQRO and will also share with the Participant:</p> <ul style="list-style-type: none"> • Preliminary and final rates via an aggregated Rate Reporting Template ("RRT") • Member-level details ("MLD") files used for primary source verification. "MLD" files will also be shared directly with the county via secure file share. • Back-end table screenshots of selected EQRO cases for primary source verification (front-end EHR screenshots are not included in this offering).
<ul style="list-style-type: none"> ○ Simple ○ Enhanced 	2	MY25 HEDIS/RY26 Descriptive Analysis Report	CalMHSA will produce one annual report ("Descriptive Analysis Report") based on aggregated data including denominator and numerator details, including demographic stratification. This report will be released after the conclusion of the audit cycle (Deliverable 1).
<ul style="list-style-type: none"> ○ Enhanced 	3	Quarterly HEDIS Calculation	In addition to the reports generated during the annual audit cycle, CalMHSA will produce three quarterly reports that calculate rolling measurement year windows. These reports will

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			also stratify measure performance by quarter. These reports will be provided via an excel quarterly trending report. Member-Level details will be included with the quarterly deliverables.
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Participant shall:

- Provide required data for HEDIS analysis as described in the table below.
 - For the highest percent data completion on Plan Data Feed, Participant should submit monthly Plan Data Feed files.
- Submit files in the table below without a nested folder structure.
 - For 837 data, one folder can include many data files, but one folder should not contain multiple sub-folders.
- **Participants opting into either the Simple or Enhanced Options**, submit data to CalMHSA to meet MY25/Ry 26 deliverables as detailed in Table 2. The Department of Healthcare Services requires that Participants provide measure calculations for all Medi-Cal Eligible beneficiaries in the county that meet measure criteria, not just members served by county Behavioral Health Plans (BHPs). Counties should continue to submit Plan Data Feed files but additionally will need to provide Managed Care Plan ("MCP") claims data and Pharmacy claims for the full Medi-Cal population. Participant data will include Monthly Medi-Cal Eligibility Files ("MMEF"), County BHP 837 claims, MCP claims data, and pharmacy claims. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay.
- **Participants opting into the Enhanced Option**, will submit data to calculate quarterly measures. This starts with the data sources and date ranges detailed in Table 2. Additionally, Participant will continue to submit more recent data to support updated quarterly calculations. The submission schedule for quarterly data reports will be shared with each Participant after the Agreement is executed. These reports will reflect performance over each measure's full measurement period but will lag by approximately three months to allow time for claims processing. For example, a report generated on July 15, 2026, will include data through March 31, 2026. CalMHSA will provide a due date for counties to submit data for inclusion in each quarterly report. Data submitted after the deadline will be included in the next quarter's report. Reports are updated retrospectively and may adjust past results for up to one full measurement period as new data is received. This means performance figures for the same quarter may change slightly in future reports if additional data is submitted later.
- Agree to be bound by the terms of the NCQA End User License Agreement ("EULA") available at <https://wpcdn.ncqa.org/www-prod/wp-content/uploads/End-User-License-Agreement-Measure-Cert.pdf>. By signing this Agreement, Participant acknowledge that it has read, understood, and agrees to be bound by such EULA, including any updates thereto.
- Grant CalMHSA the right to use any data provided or generated in accordance with the terms of the applicable Business Associate Agreement. Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

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TABLE 2 *			
	Data Description	Data Source	File Example
1	SUD Service Claims	837 claims files	DMH-##-837P-03302024-161.dat
2	MHP Service Claims		
3	MHP Plan Data Feed	Plan Data Feed Files (APCD-CDL)	APCD.CDL.M202412.CNTY##.zip (includes CDL.MC & CDL.PC files). Monthly PDF files from January 2024 through May 2026.
4	SUDS Plan Data Feed		
5	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT
6	MCP 837 Claims	Direct from Managed Care Plan(s)	837.dat files
7	Pharmacy Claims	To be determined.	To be determined.
	## is for the county id number		

*MY25 Data Time Period: Services & eligibility data from January 1, 2024 through December 31, 2025. Under this PA, counties may submit data outside of this date range, in order to prepare for MY26 calculations.

Program Restrictions:

- CalMHSA and the Director of the Department of Behavioral Wellness designee may agree to adjust Program timelines and technician requirements in writing. Any such agreement shall not require an amendment of this Agreement under Exhibit B, Section III (Amendment) and shall not alter the term length or Maximum Amount Payable under this Agreement.
- Timelines and technical requirements may need adjusting due to unique circumstances.

Participation Agreement
EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless expressly stated:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.
- E. Services – Tasks to be completed under this Agreement as noted under Exhibit A.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement.
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
 - 2. Provide CalMHSA and any other parties deemed necessary by Participant with requested information and assistance to fulfill the purpose of the Program.
 - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
 - 4. Provide feedback to CalMHSA on Program performance.
 - 5. Comply with applicable laws, regulations, guidelines, contractual agreements with CalMHSA, and CalMHSA's Joint Powers Agreement (JPA) requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.
- B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- C. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such return (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made by CalMHSA if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of Participant-specific efforts will be returned to the particular County that paid them per the Program.
- D. For Cause. Should CalMHSA default in performance of this Agreement or materially breach any of its providers, Participant may, at Participant's reasonable discretion, terminate or suspend this Agreement in whole or in part after providing CalMHSA with written notice of said default or material breach and 30-day opportunity to cure. If CalMHSA does not cure within the prescribed 30 days, Participant may elect to terminate the Agreement and CalMHSA shall immediately discontinue all services affected (unless the notice directs otherwise) and notify Participant as to the status of its performance. The date of termination shall be the date the notice is received by CalMHSA, unless the notice directs otherwise.

V. Fiscal Provisions. Participant will pay a fixed fee for Services delivered in the total amount of \$60,750. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt of the applicable CalMHSA invoice.

Deliverable Bundle	Cost	Select Bundle with X
DMC-ODS/MHP Simple Bundle	\$40,500.00	
DMC-ODS/MHP Enhanced Bundle	\$60,750.00	X
Total	\$60,750.00	

VI. Indemnification.

- A. Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

VII. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

VIII. Conflict of Interest

- A.** CalMHSA 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. CalMHSA further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CalMHSA. CalMHSA must disclose to Participant, in writing, any potential conflict of interest. Participant retains the right to waive a conflict of interest disclosed by CalMHSA if Participant determines it to be immaterial, and such waiver is only effective if provided by Participant to CalMHSA in writing.

IX. Mandatory Disclosures

- A.** CalMHSA 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 (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to Participant, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. CalMHSA is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations 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.

- B.** As applicable, CalMHSA shall include these requirements in all subcontracts to perform work under this Agreement.

X. Debarment and Suspension

- A.** CalMHSA certifies to Participant 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. CalMHSA certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. Debarment and Suspension Certification

1. CalMHSA agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.
2. CalMHSA certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for 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, or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection X.B (Debarment and Suspension Certification) of this Section (Debarment and Suspension);
 - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and

- v. Have not within a three-year period preceding this Agreement engaged in any of the violations listed under 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 376.
3. CalMHSA shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the California Department of Health Care Services (DHCS).
4. The terms and definitions herein have the meanings set out in 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376.
5. CalMHSA will include subsection B (Debarment and Suspension Certification) of this Section (Debarment and Suspension) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. If CalMHSA knowingly violates this certification, in addition to other remedies available to the federal government, Participant or DHCS may terminate this Agreement for cause or default.

XI. Domestic Preferences for Procurements

- A. CalMHSA 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).
- B. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. CalMHSA shall include these requirements in all subcontracts to perform work under this Agreement.

XII. Procurement of Recovered Materials

- A. CalMHSA 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 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations 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.** CalMHSA 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.
- C.** As applicable, CalMHSA shall include these requirements in all subcontracts to perform work under this Agreement.

XIII. Prohibitions on Certain Telecommunications and Video Surveillance Services or Equipment

- A.** CalMHSA 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 [Public Law 115-232](#), “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 United States 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 include 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 section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

- E.** CalMHSA certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CalMHSA and its subcontractors are 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.** For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
- G.** As applicable, CalMHSA shall include these requirements in all subcontracts to perform work under this Agreement.

XIV. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Brandon Connors

Position: Director of Contract
Management & Legal Counsel

Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815

Telephone: (888) 210-2515

Email: brandon.connors@calmhsa.org

CC Email to Name: Randall Keen, Manatt

Email: RKeen@manatt.com

If to Participant:

Name: Antonette "Toni" Navarro

Position: Director of Mental Health

Address: 315 Camino del Remedio, Santa Barbara, CA 93110

Telephone: 805-681-5220

Email: anavarro@sbcbswell.org

CC Email to Name: _____

Email: _____