

**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

**BETWEEN**

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

**AND**

**SANTA MARIA JOINT UNION HIGH SCHOOL  
DISTRICT**

**FOR**

**ALCOHOL AND DRUG PROGRAM SERVICES**

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# **STANDARD TERMS**

# **AND CONDITIONS**

## **AGREEMENT**

### **FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Behavioral Wellness), and **Santa Maria Joint Union High School District**, a California nonprofit public benefit corporation (Contractor or SMJUHSD), wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter 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 referenced herein;

**WHEREAS**, this Agreement outlines the roles and responsibilities of Behavioral Wellness and the SMJUHSD regarding developing and implementing Brief Risk Reduction Interview and Intervention Model and Student Assistance Program (BRRIM/SAP).

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

#### **1. DESIGNATED REPRESENTATIVE.**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Antonio Garcia, at phone number 805-922-4573 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

#### **2. NOTICES.**

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

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

To Contractor:                Antonio Garcia, Superintendent  
Santa Maria Joint Union High School District  
2560 Skyway Drive  
Santa Maria, CA 93455  
Phone: 805-922-4573  
Fax: 805-964-4712

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

### **3. SCOPE OF SERVICES.**

Contractor agrees to provide services to County in accordance with EXHIBIT A, attached hereto and incorporated herein by reference.

### **4. TERM.**

Contractor shall commence performance on **4/1/2022** and end performance upon completion, but no later than **4/30/2024** unless otherwise directed by County or unless earlier terminated.

### **5 NO COMPENSATION BETWEEN THE PARTIES.**

This Agreement does not include reimbursement of funds or other compensation between the parties. Neither SMJUHSD nor County will request reimbursement for costs or expenses associated with the program from the other party. Each party is responsible for its own program costs and expenses.

### **6. INDEPENDENT CONTRACTOR.**

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

### **7. STANDARD OF PERFORMANCE.**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

### **8. DEBARMENT AND SUSPENSION.**

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, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES.**

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

## **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 that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

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

Unless otherwise specified in Exhibit A(s), 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.

## **12. NO PUBLICITY OR ENDORSEMENT.**

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

## **13. COUNTY PROPERTY AND INFORMATION.**

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

## **14. RECORDS, AUDIT, AND REVIEW.**

- A.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least three (3) years following the termination of this Agreement unless a longer period of record retention is stipulated or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.
- B.** If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

**15. INDEMNIFICATION AND INSURANCE.**

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION.**

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT.**

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

**18. NON-ASSIGNMENT.**

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

**19. TERMINATION.**

**A. By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for non-appropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Non-appropriation of Funds.**

i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
  - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon Termination.** 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 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.

## **20. SUSPENSION FOR CONVENIENCE.**

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

**21. SECTION HEADINGS.**

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

**22. 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.

**23. REMEDIES NOT EXCLUSIVE.**

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

**24. TIME IS OF THE ESSENCE.**

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

**25. NO WAIVER OF DEFAULT.**

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

**26. ENTIRE AGREEMENT AND AMENDMENT.**

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

**27. 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.



**28. COMPLIANCE WITH LAW.**

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

**29. CALIFORNIA LAW AND JURISDICTION.**

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

**30. EXECUTION OF COUNTERPARTS.**

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

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

**32. 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.

**33. PRECEDENCE.**

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

**34. COMPLIANCE WITH HIPAA.**

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

**35. COURT APPEARANCES.**

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials including, but not limited to, Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

**36. PRIOR AGREEMENTS.**

Upon execution of this Agreement by County, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Maria Joint Union High School District**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
JOAN HARTMANN, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

**SANTA MARIA JOINT UNION HIGH  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

By: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER  
DEPARTMENT OF RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – STATEMENT OF WORK**

EXHIBIT A Statement of Work: ADP Brief Risk Reduction Interview and Intervention Model  
Student Assistance Program

ATTACHMENT A Board of State and Community Corrections Agreement BSCC 963-21

**EXHIBIT B** – Omitted intentionally. Not applicable to this Agreement

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT D** – Omitted intentionally. Not applicable to this Agreement

**EXHIBIT E – PROGRAM GOALS, OUTCOMES, AND MEASURES**

# **EXHIBIT A**

## **Statement of Work: ADP**

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**EXHIBIT A**  
**STATEMENT OF WORK: ADP**  
**Brief Risk Reduction Interview and Intervention Model and Student Assistance**  
**Program (BRRIM/SAP)**

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- I. PROGRAM SUMMARY.** Santa Maria Joint Union High School District (SMJUHSD) (herein after “Contractor”) in collaboration with the County of Santa Barbara Department of Behavioral Wellness (herein after “County”) shall develop and implement Brief Risk Reduction Interview and Intervention Model and Student Assistance Program (“BRRIM/SAP” or “Program”). The Program strives to develop an effective and sustainable student support system by identifying and coordinating referrals to engage students with early intervention and treatment programs at the High School level (9<sup>th</sup> through 12<sup>th</sup>). This Program shall be coordinated and aligned within the implementation framework of BRRIM SAP deployed through the existing school systems, practices, and daily routines. The Program will be implemented at the following locations:
- A.** Delta High School, 4893 Bethany Lane, Santa Maria, California
  - B.** Pioneer High School, 675 Panther Drive, Santa Maria, California
  - C.** Righetti High School, 941 East Foster Road, Santa Maria, California
  - D.** Santa Maria High School, 901 South Broadway, Santa Maria, California
- II. PROGRAM GOALS.**
- A.** Develop a support system for school districts and students by implementing the Student Assistance Programs to identify and coordinate referrals to and engagement with early intervention and treatment programs.
  - B.** Increase the perception of harm of marijuana use for youth utilizing a peer-to-peer model.
  - C.** Develop and implement early intervention and treatment support systems for marijuana substance abuse for high school students.
  - D.** Reduce marijuana consumption.
  - E.** Increase collaboration and communication between County and SMJUHSD to jointly combat youth cannabis use and access to intervention and treatment programs.
- III. SERVICES.** Contractor shall provide the following services to include but not limited to:
- A.** Identify SMJUHSD Program staff to coordinate and implement the program in collaboration with the County.
  - B.** Identify one (1) site administrator to participate in the implementation of the BRRIM/SAP Health Student Initiative (HSI) Program at the District site.
  - C.** Identify one (1) staff (or more as mutually agreed upon by the parties) to be trained as trainer(s) and coach(es) in BRRIM SAP model for sustainability.
  - D.** Integrate the use of implementation tools to facilitate the BRRIM SAP process.
  - E.** Support training counseling staff in the capacity development and technical support of providing BRRIM SAP wellness within the district.

- F. Collaborate with County to implement a referral process and implementation of the Program.
- G. Access training opportunities, and other activities to support the focus areas identified by the County staff.
- H. Utilize County Staff for school climate activities, cannabis health education and student support services.
- I. Not involve County staff in disciplinary activities or other unrelated BRRIM/SAP tasks.
- J. Include County Staff in school and district meetings that include development of the BRRIM SAP model.
- K. Provide adequate space for the development of a BRRIM SAP Program to be conducted within the school District.
- L. Share data relevant to Health Student Initiative (HSI) including:
  - 1. Attendance
  - 2. Office Discipline Referrals

#### IV. **REPORTS.**

1. **SMJUHSD to Support County Reporting Requirements.** Contractor acknowledges and understands that Behavioral Wellness has reporting obligations per BSCC Agreement #963-21. In order that Behavioral Wellness may comply with its reporting obligations, SMJUHSD shall provide Behavioral Wellness with data, as available, or other support, as specified below and as otherwise may be requested by Behavioral Wellness based on BSCC Agreement #963-21 requested requirements.
2. **Monthly Reports.** Behavioral Wellness will submit monthly reports to Board of State and Community Corrections with support from SMJUHSD as needed. SMJUHSD shall provide Behavioral Wellness with data or other support upon request. Reports include but not limited to:
  - i. Number of students reached;
  - ii. The types of services being provided as follows:
    - a. Primary Prevention;
    - b. Services Brief Intervention and Referral to Treatment (SBRIT);
    - c. Support Groups;
    - d. Screening; and
    - e. Care Coordination.
  - iii. Any barriers encountered and if so, what are they, and how are they being addressed; and
  - iv. At least one success that demonstrates the effectiveness of program.
3. **Quarterly Reporting.** SMJUHSD shall provide Behavioral Wellness with data, as available, or other support no later than five (5) business days following request.

4. **Additional Reports.** SMJUHSD shall maintain records and make statistical reports as required by County. In addition to reports required under this Agreement, upon County's request, SMJUHSD shall make additional reports as required by County concerning SMJUHSD activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) business days for SMJUHSD to respond.
5. **Records.** All records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.
6. **Time and Effort.** SMJUHSD shall provide Behavioral Wellness with time and effort reports on a quarterly basis.

## **V. CONFIDENTIALITY.**

- A. SMJUHSD, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. SMJUHSD shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. SMJUHSD shall make itself and any subcontractors, employees or agents assisting SMJUHSD in the performance of its obligations under this Agreement, available to County at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, or state privacy laws, which involves inactions or actions by SMJUHSD, except where SMJUHSD or its subcontractor, employee or agent is a named adverse party.

## **VI. NOTIFICATION REQUIREMENTS.**

- A. SMJUHSD shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
  1. Legal suits initiated specific to the SMJUHSD's practice;
  2. Initiation of criminal investigation of SMJUHSD; or
  3. HIPAA breach.



- B. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. SMJUHSD shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).
- C. SMJUHSD may contact [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org) for any contractual concerns or issues.

## **VII. COLLABORATIVE MEETINGS.**

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least quarterly, and more frequently, if needed, with SMJUHSD to collaboratively discuss Programmatic matters.

## **VIII. ADDITIONAL TERMS AND CONDITIONS.**

- A. **PERFORMANCE.** SMJUHSD shall adhere to all applicable County, State, and Federal laws in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein. SMJUHSD shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. SMJUHSD's performance shall be governed by and construed in accordance with, Board of Corrections and Community Agreement 963-21.

- B. **COMPLIANCE WITH LAWS AND REGULATIONS.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Contractor shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

- C. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**

- 1. SMJUHSD shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to SMJUHSD's facility(ies) and services under this Agreement. SMJUHSD shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.

- D. **MONITORING**

- 1. If SMJUHSD identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, SMJUHSD shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

2. County shall suspend payments to SMJUHSD when it or the State determines there is a credible allegation of fraud. SMJUHSD shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. If SMJUHSD identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, SMJUHSD shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
3. SMJUHSD shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.
4. County shall monitor the performance of SMJUHSD on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with SMJUHSD's staff regarding quality of services, fiscal and overall performance activity. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of SMJUHSD's documentation.
5. SMJUHSD shall allow County, and other authorized federal and state agencies, or their duly authorized designees, to evaluate SMJUHSD's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for three (3) years from the term end date of this Agreement or in the event SMJUHSD has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. If monitoring activities identify areas of non-compliance, SMJUHSD will be provided with recommendations and a corrective action plan. SMJUHSD shall be liable to County for any penalties assessed against County for SMJUHSD's failure to comply with the required corrective action.

**E. COMPLIANCE WITH GRANT AGREEMENT.**

1. This Agreement is a subcontract of the Grant Agreement between the County and BSCC (Agreement No. BSCC 963-21), which is attached to this Agreement as Attachment A. Contractor agrees to abide by the laws, policies, and procedures governing the funding under the Grant Agreement and to comply with all terms and conditions of the Grant Agreement including, but not limited to, the provisions below.:
  - i. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract

related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

- ii. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- iii. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- iv. **POTENTIAL SUBCONTRACTOR:** Contractor is required to:
  - a. Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing

transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

b. **Access to Books and Records**

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

v. **DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT:** Contractor acknowledges that it is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. By signing this Agreement, Contractor affirms that:

- a. I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- b. I/We have not been convicted of any crime involving fraud, theft, or embezzlement of federal, state, or local grant funds within the last three (3) years.
- c. Contractor agrees to immediately notify the County should such debarment or conviction occur during the term of this Agreement.

vi. **ACCESS:** Contractor shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by Contractor for a period of three (3) years following the end of the grant period.

2. Contractor agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

**IX. COUNTY RESPONSIBILITIES.** County shall be responsible to provide the following to include and not limited to:

**A.** Staff to support the Program to consist of:

1. Provide one (1) Alcohol and Drug Service Specialist to develop the Brief Risk Reduction Interview and Intervention Model Student Assistant Program (BRRIM SAP) model, known as the Healthy Student Initiative (HSI) in the Santa Maria Joint Union High School District from November 1, 2021 to April 30, 2024.

- B.** A multi-tiered support system to students and family members using the BRRIM SAP and treatment services to address cannabis concerns. These services will be provided by the ADP BRRIM SAP Program Coordinator through a referral process, identifying youth needing individual/family assessment and support, to address cannabis, and other substance use issues on school campuses and to provide referrals to linkage to treatment services with appropriate community agencies.
- C.** Conduct meetings to facilitate timely coordination for student support.
- D.** Collaborate with SMJUHSD to provide deliverables of the highest quality in identifying underlying concerns for students and parents.
- E.** Training on the BRRIM and SAP model to support District-Wide Implementation services.
- F.** Support the School District in creating a multi-tiered system of BRRIM SAP for student wellness in development of the School District's formation of Healthy Student Initiative.
- G.** Facilitate the use, integration and implementation of tools to facilitate the BRRIM SAP process.
- H.** Regional training and technical support for implementation of the BRRIM SAP framework.
- I.** Provide training, oversight, facilitation and technical support for application of BRRIM SAP.
- J.** All steps will be taken to maintain each agencies' policies regarding the use of confidential information.
- K.** County will adhere to all applicable laws and policies and will not utilize any student's personal and confidential information.
- L.** Training and support to develop sustainability of BRRIM SAP program.

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**ATTACHMENT A  
BOARD OF STATE AND COMMUNITY CORRECTIONS  
AGREEMENT BSCC 963-21**

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STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES      SCO ID: 5227-BSCC96321

**STANDARD AGREEMENT**  
STD 213 (Rev 03/2019)

AGREEMENT NUMBER  
**BSCC 963-21**

PURCHASING AUTHORITY  
NUMBER (If Applicable)  
BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME  
**COUNTY OF SANTA BARBARA**

2. The term of this Agreement is:

START DATE  
**MAY 1, 2021**

THROUGH END DATE  
**OCTOBER 31, 2024**

3. The maximum amount of this Agreement is:  
**\$959,895**

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Prop 64 PH&S Grant Proposal	26
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix K	Criteria for Non-Governmental Organization's Receiving BSCC Funds	2

\* This item is hereby incorporated by reference and can be viewed at:


<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**COUNTY OF SANTA BARBARA**

CONTRACTOR BUSINESS ADDRESS 105 E Anapamu Street	CITY Santa Barbara	STATE CA	ZIP 93110
PRINTED NAME OF PERSON SIGNING MONA MIYASATO	TITLE County Executive Officer		
DocuSigned by  41846F5C725B460...	DATE SIGNED		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE ?	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT  
PER SCM, VOLUME 1, CH. 4.06

## **EXHIBIT A: SCOPE OF WORK**

### **1. GRANT AGREEMENT–PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT COHORT**

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and the County of Santa Barbara (hereafter referred to as the Grantee or Contractor).

### **2. PROJECT SUMMARY AND ADMINISTRATION**

A. The Fiscal Year 2020-21 State Budget includes funding in the amount of \$51,788,690 for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 2 Grant Program, to be administered by the BSCC.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

### **3. PROJECT OFFICIALS**

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Mona Miyasato  
Title: County Executive Officer  
Address: 105 E Anapamu Street, Santa Barbara, CA 93101  
Phone: 805-568-3400

**Designated Financial Officer** authorized to receive warrants:

Name: Chris Ribeiro  
Title: Chief Financial Officer  
Address: 429 San Antonio Road, Santa Barbara, CA 93110  
Phone: 805-884-1694  
Email: cribeiro@co.santa-barbara.ca.us



**Project Director** authorized to administer the project:

Name: John Doyel  
Title: Division Chief, ADP  
Address: 300 N San Antonio Road Building 3, Santa Barbara, CA 93110  
Phone: 805-448-3903  
Email: jdoyel@sbcbswell.org

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

#### **4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals and Attachment 2: Grant Proposal.

#### **5. REPORTING REQUIREMENTS**

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

<b>Quarterly Progress Report Periods</b>	<b>Due no later than:</b>
1. May 1, 2021 to June 30, 2021	August 15, 2021
2. July 1, 2021 to September 30, 2021	November 15, 2021
3. October 1, 2021 to December 31, 2021	February 15, 2022
4. January 1, 2022 to March 31, 2022	May 15, 2022
5. April 1, 2022 to June 30, 2022	August 15, 2022
6. July 1, 2022 to September 30, 2022	November 15, 2022
7. October 1, 2022 to December 31, 2022	February 15, 2023
8. January 1, 2023 to March 31, 2023	May 15, 2023
9. April 1, 2023 to June 30, 2023	August 15, 2023
10. July 1, 2023 to September 30, 2023	November 15, 2023
11. October 1, 2023 to December 31, 2023	February 15, 2024
12. January 1, 2024 to March 31, 2024	May 15, 2024
13. April 1, 2024 to April 30, 2024	June 15, 2024

**Note:** Project activity period ends April 30, 2024. The period of May 1, 2024 to October 31, 2024 is for completion of Final Local Evaluation Report and the financial audit only.

**B. Evaluation Documents** **Due no later than:**

- |                                  |                  |
|----------------------------------|------------------|
| 1. Local Evaluation Plan         | August 1, 2021   |
| 2. Final Local Evaluation Report | October 31, 2024 |

**C. Other** **Due no later than:**

- |                 |                  |
|-----------------|------------------|
| Financial Audit | October 31, 2024 |
|-----------------|------------------|

**6. PROJECT RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

**7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Scoring Panel (see Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 2 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

## **8. FINANCIAL AUDIT**

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2024. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

**Due no later than:**

- |  |                   |
|--|-------------------|
| 1. May 1, 2021 to June 30, 2021          | August 15, 2021   |
| 2. July 1, 2021 to September 30, 2021    | November 15, 2021 |
| 3. October 1, 2021 to December 31, 2021  | February 15, 2022 |
| 4. January 1, 2022 to March 31, 2022     | May 15, 2022      |
| 5. April 1, 2022 to June 30, 2022        | August 15, 2022   |
| 6. July 1, 2022 to September 30, 2022    | November 15, 2022 |
| 7. October 1, 2022 to December 31, 2022  | February 15, 2023 |
| 8. January 1, 2023 to March 31, 2023     | May 15, 2023      |
| 9. April 1, 2023 to June 30, 2023        | August 15, 2023   |
| 10. July 1, 2023 to September 30, 2023   | November 15, 2023 |
| 11. October 1, 2023 to December 31, 2023 | February 15, 2024 |
| 12. January 1, 2024 to March 31, 2024    | May 15, 2024      |
| 13. April 1, 2024 to April 30, 2024      | June 15, 2024     |

**Final Invoicing Periods\*: Due no later than:**

- |                                      |                   |
|--------------------------------------|-------------------|
| 14. May 1, 2024 to June 30, 2024     | August 15, 2024   |
| 15. July 1, 2024 to October 31, 2024 | December 15, 2024 |

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2024, and included on the invoice due June 15, 2024. Project expenditures incurred after April 30, 2024 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.

- D. The financial audit is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

## **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

## **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15<sup>th</sup> of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 2, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

#### **4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. “Eligible” and “ineligible” project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here: [https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

#### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
- 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

**7. PROJECT BUDGET**

<b>BUDGET LINE ITEMS</b>	<b>GRANT FUNDS</b>
1. Salaries and Benefits	\$ 635,631
2. Services and Supplies	\$ 0
3. Professional Services	\$ 90,000
4. Non-Governmental Organizations (NGO) Contracts	\$ 0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 87,264
6. Equipment / Fixed Assets	\$ 0
7. Data Collection / Enhancement	\$ 0
8. Program Evaluation	\$ 147,000
9. Sustainability Planning	\$ 0
10. Other (include travel & training costs)	\$ 0
11. Financial Audit	\$ 0
<b>TOTAL</b>	<b>\$959,895</b>

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

- 18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- D. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- E. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- F. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

#### **A. Compliance with Laws and Regulations**

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

#### **B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

#### **C. Permits and Licenses**

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **2. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 2 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

#### **4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

#### **5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2023). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (required as Attachment F of the original Proposal Package).

## **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals/Application for Funding, or approved modifications. Changes shall not be implemented by the project until authorized in writing by the BSCC.

## **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications, or approved modifications; and
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

## **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director

fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

## **9. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

## **10. WAIVER**

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.



# PROPOSITION 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM COHORT 2

## PROPOSAL PACKAGE\* COVER SHEET

**Submitted by (Name of eligible applicant):**

County of Santa Barbara Department of Behavioral Wellness

**DATE SUBMITTED TO THE BSCC:**

January 29, 2021

*\*The Proposition 64 Public Health and Safety Grant Program Proposal Package is provided in a fillable format. Using the Tab key will allow the applicant access to those areas requiring information.*

PROP 64 PH&S GRANT COHORT 2 REQUEST FOR PROPOSALS

## PROPOSITION 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM: PROPOSAL CHECKLIST

A complete proposal package for funding under the Proposition 64 PH&S Grant Program must contain the following items:

	<b>Required Items:</b>	✓
1	Cover Sheet (previous page)	☒
2	Proposition 64 PH&S Grant Program Proposal Checklist <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
3	Applicant Information Form <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
4	Proposal Abstract <ul style="list-style-type: none"> <li>No more than one (1) page</li> </ul>	☒
5	Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections <ul style="list-style-type: none"> <li>No more than eight (8) pages</li> </ul>	☒
6	Project Work Plan <ul style="list-style-type: none"> <li>No more than 2 pages using the template provided (see Appendix L for instructions)</li> </ul>	☒
7	Budget Information (Budget Table & Narrative) <ul style="list-style-type: none"> <li>Use BSCC templates provided</li> <li>Budget Narrative must be no more than four (4) pages</li> </ul>	☒
8	Additional Request for Proposals Information, if applicable <ul style="list-style-type: none"> <li>No more than two (2) pages</li> </ul>	☐
9	Letter(s) of Commitment	☒
10	Letter of Eligibility (see Appendix B)	☒
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
12	Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds (Appendix K) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	☒
	<b>Optional:</b>	
13	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is <u>not</u> required at the time of proposal submission.</i>	☐

**I have reviewed this checklist and verified that all required items are included in this proposal packet.**

**X**

*[Signature]*  
Applicant Authorized Signature (Blue Ink Only or E-signature) (see Applicant Information Form, Part O, next page)

**\*\*\*ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE  
ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED\*\*\***

PROP 64 PH&S GRANT COHORT 2 REQUEST FOR PROPOSALS



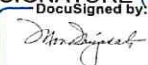
## Proposition 64 Public Health & Safety Grant Program Applicant Information Form

<b>A. APPLICANT: City of &lt;Name&gt; or &lt;Name&gt; County</b>		<b>B. TAX IDENTIFICATION NUMBER:</b>	
NAME OF APPLICANT County of Santa Barbara		TAX IDENTIFICATION # 95-6002833	
STREET ADDRESS 105 E Anapamu St.	CITY Santa Barbara	STATE CA	ZIP CODE 93101
MAILING ADDRESS (if different) 300 N San Antonio Rd. Bldg 3	CITY Santa Barbara	STATE CA	ZIP CODE 93110
<b>C. PROJECT TITLE:</b>		Healthy Student Initiative	
<b>D. PROJECT SUMMARY (100-150 words):</b>		<b>E. GRANT FUNDS REQUESTED:</b>	\$ 959,859
Behavioral Wellness Department's Alcohol and Drug Program (ADP) proposes a three-pronged approach to combat youth cannabis use. ADP will hire three Alcohol and Drug Services Specialists (ADSS) to assist with the development of Student Assistance Programs and peer leaders to provide prevention and early intervention in schools (virtually and in-person) with direct linkages to higher levels of care as needed. ADP will also partner with Public Health for youth driven social media campaigns to increase the perception of harm around cannabis use and partner with the Sheriff's Office to collaborate with School Resource Officers when students face disciplinary action. HSI staff will also facilitate educational opportunities about cannabis use to youth, parents, school staff, SROs and community members.			
<b>F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION &amp; INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E</b>			\$ 635,631
<b>G. PROJECT PURPOSE AREAS 2, 3, &amp; 4 (In addition to PPA 1, check all that apply for the proposed project)</b>			
<input checked="" type="checkbox"/> PPA 2: Public Health <input checked="" type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
<b>H. LEAD PUBLIC AGENCY:</b>		Department of Behavioral Wellness	
<b>I. PROJECT DIRECTOR:</b>			
NAME John Doyel	TITLE Division Chief, ADP	DEPARTMENT/AGENCY Department of Behavioral Wellness	
STREET ADDRESS 300 N San Antonio Rd. Bldg 3	CITY Santa Barbara		
STATE CA	ZIP CODE 93110	TELEPHONE NUMBER 805.448.3903	
EMAIL ADDRESS jdoyel@sbcbswell.org			
<b>J. FINANCIAL OFFICER:</b>			
NAME Chris Ribeiro	TITLE Chief Financial Officer	DEPARTMENT/AGENCY Department of Behavioral Wellness	
STREET ADDRESS 429 San Antonio Rd.	CITY Santa Barbara		
STATE CA	ZIP CODE 93110	TELEPHONE NUMBER 805.884.1694	
EMAIL ADDRESS cristeiro@co.santa-barbara.ca.us			
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

PROP 64 PH&S GRANT COHORT 2 REQUEST FOR PROPOSALS

K. DAY-TO-DAY PROGRAM CONTACT:		
NAME John Doyel	TITLE Division Chief, ADP	DEPARTMENT/AGENCY Department of Behavioral Wellness
STREET ADDRESS 300 N San Antonio Rd. Bldg 3		CITY Santa Barbara
STATE CA	ZIP CODE 93110	TELEPHONE NUMBER 805.448.3903
EMAIL ADDRESS jdoyel@sbcbswell.org		

L. DAY-TO-DAY FISCAL CONTACT:		
NAME Josue Sanchez	TITLE Fiscal Manager	DEPARTMENT/AGENCY Department of Behavioral Wellness
STREET ADDRESS 429 San Antonio Rd.		CITY Santa Barbara
STATE CA	ZIP CODE 93110	TELEPHONE NUMBER 805.884.1619
EMAIL ADDRESS jsanchez@sbcbswell.org		

M. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Mona Miyasato	TITLE County Executive Officer	TELEPHONE NUMBER 805-568-3400	
STREET ADDRESS 105 E Anapamu	CITY Santa Barbara	STATE CA	ZIP CODE 93101
EMAIL ADDRESS caoemail@co.santa-barbara.ca.us			
SIGNATURE (Blue Ink Only or E-signature)  41846F5C725B460...			DATE 1/29/2021   2:36 PM PST

\* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

PROP 64 PH&S GRANT COHORT 2 REQUEST FOR PROPOSALS

**Proposition 64 Public Health & Safety Grant Program  
Request for Proposals Document**

**Proposal Abstract**

The Proposal Abstract may not exceed one (1) page.

Behavioral Wellness Department's Alcohol and Drug Program proposes a three-pronged approach to combat youth cannabis use. ADP will hire three Alcohol and Drug Services Specialists to assist with the development of Student Assistance Programs and peer leaders to provide prevention and early intervention in schools (virtually and in-person) with direct linkages to higher levels of care as needed. ADP will also partner with Public Health for youth driven social media campaigns to increase the perception of harm around cannabis use. ADSS staff and peer leaders will collaborate with School Resource Officers when students face disciplinary action. Additionally, the ADP Prop 64 team will facilitate training for students, school staff, and SROs, about the impacts of youth cannabis use, with opportunities also extended to parents and community members. This comprehensive approach will be supported by existing ADP and Behavioral Wellness programs with a focus on program sustainability well beyond grant funding.



## Proposal Narrative

The Proposal Narrative section may not exceed eight (8) pages in totality. See pages 19-20 for corresponding Rating Factors and Criteria.

### 1. Project Need (Percent of Total Value: 25%)

According to Lucille Packard Foundation, Santa Barbara County has one of the highest cannabis youth use rates in the State. Recognizing the need for counseling services, cannabis growers in Carpinteria contributed \$189,000 to the Council on Alcoholism and Drug Abuse (CADA) to provide treatment services in southern Santa Barbara County. The Los Angeles Times and Santa Barbara Independent wrote articles indicating that the amount of cannabis being grown and consumed in Santa Barbara County is so great that the county could be renamed "CannaBarbara". (LA Times, 6/26/19; SB Independent, 5/28/20). The Independent also stated that "Santa Barbara is second only to Humboldt County in its embrace of the lucrative crop" (SB Independent, 5/28/21).

Schools currently do not have the resources needed to provide youth with robust cannabis education, prevention, and early intervention programs and staff may be unaware of community resources when students need a referral to services. While some schools have a School Resource Officer (SRO) program, officers have limited resources to help address issues around cannabis use. Behavioral Wellness' ADP funding sources are limited to Drug Medi-Cal (DMC) and Substance Abuse Prevention and Treatment Block Grant funding for clients who meet medical necessity for treatment. While SABG funding for primary prevention services is nestled in local communities, there is still a significant gap within the schools and when coordinating linkages to services for youth prevention and treatment services. County Public Health (PHD) has limited cannabis information on its website and few resources to coordinate social media campaigns and nearly all of local cannabis tax revenues are allocated to the county CEO's office for developing business and licensing protocols, with some funding for law enforcement to identify illegal grow operations.

The need for primary and secondary prevention, SBIRT and care coordination services is evidenced by the fact that over 75% of transitional-aged youth (12 to 24) in our Substance Use Disorder (SUD) treatment system report that cannabis is their drug of choice. To further complicate the need, the County has limited substance use referral sources for youth who may meet medical necessity for treatment, but are never enrolled in treatment programs. Santa Barbara County is home to approximately 60,000 transitional-aged youth

PROP 64 PH&S GRANT COHORT 2 REQUEST FOR PROPOSALS Page 1 of 8

with approximately 275 in Behavioral Wellness (BWell) treatment programs. Taking into consideration that 10% to 15% of the general population have some form of SUD misuse, Santa Barbara's treatment rate of 0.45% falls significantly below the threshold. Adolescents especially do not have access to adequate prevention, screening, early intervention and referral resources since those resources do not exist in their natural environments and they lack direct connection with resources outside of their communities. The results from the most recent CalSCHLS (formerly California Healthy Kids Survey) data (2018) reveals cannabis usage rates within 30 days of the survey are 10% of 9th graders, 17% for 11th grade and 36% for non-traditional students. These indicated were an increase from 2016 data, with a 7% increase in use by 11th grade students. The survey was not administered in many of our schools during the 2019/20 school year due to COVID restrictions.

## **2. Project Description (Percent of Total Value: 50%)**

Behavioral Wellness proposes a Health Student Initiative (HIS) program that focuses mainly on PPA1 with support for PPA2 and PPA3. Our Public Health Department (PHD) will collaborate with Behavioral Wellness and community youth to develop robust social media campaigns for general education and increase the perception of harm around cannabis, which has erroded with the legalization of recreational use. We will also partner with Santa Barbara County Sheriff's Office to support SRO efforts when addressing cannabis prevention and use at County middle and high schools starting with a commitment from the Santa Maria Joint Unified High School District to provide services in their schools. In the fall of 2020, Behavioral Wellness was awarded a Mental Health Student Services Act grant from the Mental Health Services Oversight and Accountability Comission to create partnerships with County schools. ADP will be able to utilize the new collaborations to further identify schools with high need for AOD services to participate in the proposed program.

Behavioral Wellness will collaborate with schools to provide a foundation for Student Assistance Programs (SAP) which will provide a full array of primary and secondary prevention, support groups, screening, care coordination, and Services, Brief Intervention and Referral to Treatment (SBIRT). SAPs will be led by peer leaders within the school and will be supervised by an Alcohol and Drug Services Specialist (ADSS) who will be Sate of



CA certified and experienced in alcohol and other drug counseling. If the school has a School Resource Officer (SRO) program, peer leaders will assist SROs, when appropriate, to address cannabis use among the students.

Funding allocated to PHD will help create age appropriate, peer-driven social media campaigns to educate students, families and communities about cannabis use with the goal of increasing perception of harm. Many adults and youth do not understand or believe messages about the negative impacts of high THC potency, especially when using concentrated oils through vaping.

ADSS staff will be responsible for directly linking students to prevention, treatment and ancillary services, when indicated. ADP has established the Strengthening Families Program (SFP) throughout each region of the County. SFP is an evidence-based family educational and skills-building training that focuses on improving parenting skills and family relationships while reducing harmful behavioral and improving social competencies and school performance and will be utilized when interacting with youth and their families.

HSI staff will also be responsible for providing a full range of educational presentations and materials to teachers, nurses, administrators and School Resource Officers. Educational training topics may include Cannabis and Human Development, the Process of Substance Use, Addiction and Recovery, Motivational Interviewing, and the Adolescent community Reinforcement Approach (A-CRA) and other SUD Treatment Models

Our CalOMS treatment data and feedback among youth and their families indicates that providing services in the schools is essential for youth engagement. Student Assistance Programs (SAPs) and Strengthening Families Program (SFP) are SAMHSA evidenced-based practices with proven success rates nationally and, in the case of the SFP, effective current practices. Motivational Interviewing is now the bedrock of all communication and counseling practices due to its client centered, non-confrontational and culturally sensitive methods. The Adolescent Community Reinforcement Approach (A-CRA), in combination with harm reduction, is among the best treatment models to address the contextual factors of adolescent substance use, and has been successfully implemented in Santa Barbara before through a SAMHSA grant.

County schools and the Sheriff's Department have requested BWell/ADP provide additional services on campus, particularly for care coordination, substance use disorder (SUD) / alcohol and other drug (AOD) prevention, SBIRT and educational services aimed



at reducing student involved with cannabis. Social media campaigns by our experienced PHD will reinforce HIS's efforts and publicize valuable cannabis information to the public. An overwhelming number (75%) of transitional-aged youth (12-24) in our substance use disorder (SUD) treatment system report cannabis as their drug of choice and the most recent CalSCHLS (formerly California Healthy Kids Survey) data (2018) reveals cannabis usage within 30 days rates of 10% of 9th graders, 17% for 11th grade and 36% for non-traditional students. All three indicators saw an increase from 2016 data, with a 7% increase in use by 11th grade students. With limited resources to address cannabis use in the schools, youth who may meet medical necessity for treatment do not receive referrals to County or community resources at anticipated levels. Santa Barbara County is home to approximately 60,000 transitional-aged youth with approximately 275 in Behavioral Wellness (BWell) treatment programs. Taking into consideration that 10% to 15% of the general population have some form of SUD misuse, Santa Barbara's treatment rate of 0.45% falls significantly below the threshold.

ADP has developed programs to meet the complex needs of children, transitional-aged youth and adults where trauma is ubiquitous. ADP pioneered the use of trauma-informed counseling and has been using Seeking Safety for over 15 years within our perinatal and women's system of care. Youth development, prevention and intervention services will be trauma-informed, culturally relevant, developmentally appropriate and community driven. We also have a fully integrated cultural competency plan supporting the belief that clients should be assessed and treated within their preferred cultural context. Additionally, our prevention, SBIRT and counseling models are built upon Motivational Interviewing, a culturally sensitive communication model.

HSI staff and peers will collaborate with the School Resource Officers (SRO) to assist law enforcement in addressing SUD issues before they become legal issues for students. ADSS staff will assist SROs to establish trust with students and school staff and they will be able to call upon the ADSS's and peer leaders to assist in screening and interventions that are beyond the scope of the deputies. SROs, peer leaders and ADSS staff will collaborate to triage cases and work with students and their families on deciding action plans for treatment and repairing harm caused by the student's cannabis use.

SROs report significant levels of opioid, methamphetamine and cannabis use and abuse in the high schools. Although the focus of this grant will be cannabis, we anticipate

providing SBIRT services, including medication assisted treatment (MAT) for some clients. Therefore, all staff involved in this grant will be trained in assessing client need for MAT treatment services with linkages to ADP and community services related to opioid treatment and MAT services.

The Mental Health Student Services Act programming is designed to increase youth access to mental health and AOD services. One of the primary goals for both grants is to integrate youth substance use and mental health services. ADP's Healthy Student Initiatives, MHSSA and EPI programs will serve as interwoven referral sources covering education, prevention, and early intervention with direct access to higher levels of care. MHSSA will help create partnerships in previously underserved school districts, allowing this Initiative to have an impact beyond the confirmed commitment of the Santa Maria Joint Union High School District.

Grant funding will support three (3.0 FTE) Alcohol and Drug Services Specialists (ADSS) to develop or enhance school SAP plans in coordination with school staff, students and law enforcement personnel. They will also recruit, train and supervise peer leaders who will provide services to students and their families. ADSS staff will develop and facilitate outreach activities at local community events in order to reinforce Public Health messaging, advertise programming and identify individuals and families who may benefit from SBIRT and AOD treatment activities. Services will be delivered using an age and culturally appropriate approach in order to destigmatize and de-dramatize substance abuse and treatment activities. When appropriate, Harm Reduction (HR) activities will be utilized and framed in a way so clients understand that treatment will continue, even if they cannot stop using quickly. HR can be seen as an allowance for individuals and youth especially to not only continue using SUD, but to continue using with adult approval.

Public Health social media campaigns will consist of research-based, youth developed messaging identifying the negative impacts, including on the brain, that are associated with cannabis use.

### **3. Project Evaluation (Percent of Total Value: 15%)**

ADP proposes to collaborate with Dr. Jill Sharkey (UCSB) as she has extensive experience with program oversight and evaluation efforts focused on youth. Dr. Sharkey will serve as the program's external evaluator and will work collaboratively with BWell's

Research and Evaluation (R&E) team to ensure accurate data collection, analyses and reporting accuracy.

Dr. Jill Sharkey is heavily engaged in community-based research designed to understand optimal ways to support youth in schools and juvenile justice, behavioral health, and child welfare systems. She has completed several evaluation projects funded by the California Board of State and Community Corrections including a four-year project to examine racial and ethnic disparities in juvenile justice and four multi-year projects to various cities in Santa Barbara County (Lompoc, Carpinteria, Santa Barbara, and South County) to evaluate the California Gang Reduction, Intervention and Prevention (CalGRIP) Program. Her recent federal grant work has included two projects funded by the Substance Abuse and Mental Health Services Agency (SAMHSA): Evaluation of Santa Barbara Veterans Entering Treatment Services 2017 to 2020 (1 H79 TI080118-01) and Bridges to Recovery 2010-2013 (H 79 TI 022513-01). Dr. Sharkey's experience with practical application of research and evaluation in vulnerable-population serving institutions paired with her experience as a school psychologist working within systems has prepared her to lend expertise to this proposed project.

Evaluation activities will be aligned with service delivery goals such that each assessment and/or data point informs prevention, screening, or intervention. Process data tracking will help ensure that providers address and route referrals, as well as adhere to, the assessment protocol. Intake assessments will guide intervention planning and provide a baseline for improvement. Consumer surveys will provide immediate feedback on how to improve the program. Outcome data will indicate for whom the program is helpful and, overall, what percentage of participants meet project goals and objectives.

The evaluation will include process and outcome evaluation measures. Process evaluation measures, such as referrals and referral outcomes and numbers of participants in particular program aspects, will be tracked through an online tracking program, such as SmartSheet. A consumer survey will be collected at three months and analyzed with descriptive statistics and consensual qualitative coding. Outcome measures (youth and parent reports) will be collected at intake and discharge.

Consumer Survey is an 11-item survey reduced from the Mental Health Statistics Improvement Program Family and Youth Satisfaction Surveys (Shafer & Temple, 2013). The resulting survey includes three-item scales of “outcome” and “cultural sensitivity” as well as three single items (I like this program, the location was convenient, and this program has helped my family). The final two items are open ended and designed to elicit qualitative program feedback, “What did you like most about this program?” and “What can we improve about this program?” The consumer survey is administered three months into the program and guides continuous program improvement.

Consumer Satisfaction Survey is an X-item survey reduced from the Treatment Perceptions Survey. The resulting survey measures perceptions of care/satisfaction with SUD services across 5 domains (access, quality, outcome, care coordination and general satisfaction).

Outcome Measures – California Healthy Kids Survey (CHKS). The CHKS is administered to California students every other year in seventh, ninth, and eleventh grades. School districts receive reports of aggregated data. The CHKS includes myriad questions about substance use; questions focused on marijuana (e.g., During the past 30 days, on how many days did you use marijuana (smoke, vape, eat, or drink) will be tracked in 2021 (baseline) and 2023 (outcome). Students referred to treatment will be given the ASAM Criteria to create a comprehensive assessment and service plan. Dimensions 4 (Readiness for Change) and 5 (Relapse, Continued Use, or Continued Problem Potential) are the key outcomes being tracked for this project. School Level data outcomes will be tracked including average daily attendance and disciplinary infractions for marijuana use.

To collect and report on the required performance measures, the internal Research and Evaluation team, will have access to their Electronic Health Records (EHR) that provides functionality for progress notes, treatment plans, medication tracking, and outcomes tracking. Utilizing an online data tracking source, Dr. Sharkey will have access to data collected by BWell’s Research and Evaluation team for analyses. This resource will track each step of the evaluation process including due dates for intake materials (within 30 days), the window for the consumer survey (within two weeks of the three-month due date), and the window for discharge data (within one month of discharge). The tracking



method will also alert the evaluation team when data has been received. A Project ID number will be used and no identifying or treatment information will be included in the data. The evaluation team will use this tracking method to send weekly reminders to providers when various assessments are due. This tracking sheet will also assess process outcomes.

Project coordinators will be responsible for tracking referrals and referral outcomes as well as conducting intake assessments. They will record all process, intake, consumer survey, and outcome data in the shared database. The evaluator will have administrator access to this database. Permissions will be allocated such that the evaluator will be able to log in to the database but not have access to any student personal information. Behavioral Wellness and Evaluator will develop a Memorandum of Understanding that details financial and data sharing agreements.

To answer the evaluation questions, a pre-/post-test research design will be used. Baseline data will first be collected when a youth client enters the program. The same data measures will then be collected at subsequent regular intervals and analyzed to document change over time. Process data will be analyzed with counts and percentages. Consumer satisfaction will be analyzed with descriptive statistics and consensual qualitative coding. Quantitative outcomes will be analyzed through repeated-measures analysis of variance.

To answer the evaluation questions, a pre-/post-test research design will be used. Baseline data will first be collected when a youth client enters the program. The same data measures will then be collected at subsequent regular intervals and analyzed to document change over time. Process data will be analyzed with counts and percentages. Consumer satisfaction will be analyzed with descriptive statistics and consensual qualitative coding. Quantitative outcomes will be analyzed through descriptive statistics (for outcome indicators) and multivariate analysis of variance (for pretest posttest ASAM scores).

## Prop 64 PH&S Grant Program Request for Proposals Project Work Plan

The Project Work Plan may not exceed two (2) pages. See Appendix L for full instructions.

<b>(1) Goal:</b>	Develop a support system for school districts and students by implementing the Student Assistance Programs to identify and coordinate referrals to and engagement with early intervention and treatment programs.			
Objectives (A., B., etc.)	1.A.: Collaborate with 6 schools to implement a Student Assistance Program adhering to evidence-based standards 1.B.: Reduce disciplinary infractions for substance use by 10% from three-year (2019-2020; 2018-2019, 2017-2018) baseline average at each participating school. 1.C.: Increase average daily attendance rates by 10% from three-year baseline at each participating school. 1.D.: Conduct consumer survey youth and parent satisfaction.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
1.1 Train local school leaders on the SAP model including the identification of marijuana use behaviors. 1.2 Collaborate with School Leadership (Superintendents, Principals or teachers) to develop a Student Assistance Program plan for school districts that will be supportive of a SUD peer-to-peer intervention in the schools. 1.3 Collaborate with 6 schools to develop a format for referring students with behaviors related to SUD. 1.4. Develop a referral process to identify students and level of services.		Peer Leaders/Identified trainer	April 1, 2021	August, 2021
<b>(2) Goal:</b>	Increase perception of harm of marijuana use for youth utilizing a peer-to-peer model.			
Objectives (A., B., etc.)	2.A. Work with School Districts to strengthen or develop peer-to-peer model programming in the school system for students referred by Student Assistance Programs. 2.B. Train 3 Peer Coordinators and 12 peer leaders to work with local school districts to develop 1 peer support group in 6 schools. 2.C. Increase self-reported perception of harm of marijuana use by 10% for students in grades 9 and 11 in participating districts as measured by the CHKS			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
2.1: Train 4 district leaders and teachers on the Peer-to-Peer model, SBIRT and referral process. 2.2: Develop and implement a peer-to-peer model plan for schools. 2.3: Train 3 Peer Coordinators and 12 peer leaders in peer-to-peer model		Peer Leaders/Identified trainer	April 2021	September 2021
<b>(3) Goal:</b>	Develop and implement early intervention and treatment support systems to High School youth in schools for marijuana substance abuse.			
Objectives (A., B., etc.)	3.A. Implement SBIRT to identify and provide brief substance use intervention to youth within the schools 3.B. Engage 75% of students referred to SAP and/or Peer to Peer Intervention with substance-related concerns for ASAM screening and referral to appropriate level of care. 3.C. After ASAM screening, intervention and or treatment, 30% of students will be more motivated to change their cannabis use patterns and significantly reduce their cannabis use.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
3.1: Peer -to-Peer leaders will identify referred students for SUD assessment. 3.2: Identify students and refer to group early intervention. 3.3: Provide services through school year.		Peer Leaders	September 2021	June 2021
<b>(4) Goal:</b>	Reduce marijuana consumption utilizing local media campaigns to educate youth on the impacts of use.			
Objectives (A., B., etc.)	4.A. Create and develop local campaign using videos, state image ads for messaging 4.B. Reduce self-reported marijuana use by 10% for students in grades 9 and 11 in participating districts as measured by the CHKS			
Project activities that support the identified goal and objectives			Timeline	

	Responsible staff/ partners	Start Date	End Date
4.1: Develop or identify a media campaign to address underage marijuana use. 4.2: Distribute marijuana media campaign to local media outlets to include social media and other media outlets.	Prevention staff/Provider	April 2021	March 2022



## Proposal Budget

### 4. Project Budget – Table and Narrative (Percent of Total Value: 10%)

**A. Budget Table** (use the table provided below): Applicants are limited to the use of the Line Item categories listed and are not required to request funds for every Line Item listed. If a budget line item is not applicable for the proposed project, complete with entering \$0.

**Total Grant Funds Requested:** Complete this column, for the total grant funds requested for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024) for all grant related activities/items. The Total amount for this column must equal the dollar amount provided in Section E of the Application Information Form. Use whole numbers only.

**Grant Funds Proposed for PPA 1** (Youth Development/Youth Prevention & Intervention): Of the grant funds requested within each line item for the “Total Grant Funds Requested” column, complete this column for the grant funds to be used specifically for the mandatory PPA 1- Youth Development/Youth Prevention & Intervention for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024). This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested column and must equal the dollar amount provided in Section F of the Application Information Form. Use whole numbers only.

**Please verify total amounts as columns do not auto-calculate.**

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED		*GRANT FUNDS PROPOSED FOR PPA 1
1. Salaries and Benefits	\$ 635,631	→	\$ 632,631
2. Services and Supplies	\$	→	\$
3. Professional Services	\$ 90,000	→	\$
4. Non-Governmental Organizations (NGO) Contracts	\$	→	\$
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 87,264	→	\$
6. Equipment / Fixed Assets	\$	→	\$
7. Data Collection / Enhancement	\$	→	\$
8. Program Evaluation	\$ 147,000	→	\$
9. Sustainability Planning	\$	→	\$
10. Other (include travel & training costs)	\$	→	\$
11. Financial Audit	\$	→	\$
<b>TOTAL</b>	<b>\$ 959,895</b>	<b>→</b>	<b>\$ 632,631 *</b>

\* This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested.



## Budget Narrative

The Budget Narrative may not exceed four (4) pages. Dollar amounts must be in whole numbers and match the corresponding Line Item amounts provided in the Budget Table.

### 1. **Salaries and Benefits:** \$ 635,631

These funds will be utilized to fund Alcohol & Drug Service Specialist, supported by School Resource Deputies, and provide outreach prevention and early intervention to students and neighboring communities.

Alcohol & Drug Service Specialist – Civil Service, 1 FTE, \$117,781 Annual Salary including 35% in benefits. This position will provide prevention services in the Santa Barbara area and will be the lead Alcohol & Drug Service Specialist.

Alcohol & Drug Service Specialist – Extra Help, 1 FTE, \$63,245 Annual Salary including 35% in benefits. This position will provide prevention services in the Santa Maria area.

Alcohol & Drug Service Specialist – Extra Help, 0.5 FTE, \$30,851 Annual Salary including 35% in benefits. This position will provide prevention services in the Lompoc area.

All Alcohol and Drug Service Specialists will either be State certified alcohol and other drug (AOD) counselors, Licensed Mental Health Practitioners (LMHP) or LMPH interns.

The essential duties and functions of each position are anticipated to be as follows:

Orientation, Education and Training for School Staff and Peers

25%

Student Outreach and Client Engagement, including direct SBIRT Services

35%

Care coordination, including collaboration with SRDs and SUD Treatment facilities

25%

Supervision and Mentorship of Peers

15%

### 2. **Services and Supplies:** \$

### 3. **Professional Services:** \$ 90,000

On an annual basis, \$30,000 will be given provided to the Santa Barbara Public

Health Department for conduct Social Media Campaign efforts. This will include the

use of videos and state image ads for messaging educating targeted audiences on the impacts of cannabis use focused on reducing youth cannabis use.

**4. Non-Governmental Organizations (NGO) Contracts: \$**

- 5. Indirect Costs (not to exceed 10% of the actual total direct project costs): \$ 87,264**  
9.09% of the total grant request will be allocated Indirect costs. These are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the project.

**6. Equipment / Fixed Assets: \$**

**7. Data Collection / Enhancement: \$**

**8. Program Evaluation: \$ 147,000**

Dr. Jill Sharkey, subcontractor through University of California Santa Barbara, will receive \$35,000 on an annual basis to perform program evaluation for the Proposition 64 Public Health and Safety Grant Program. Dr. Sharkey will ensure data integrity, accuracy and outcome perspectives. She has successfully collaborated on several Santa Barbara County grants. Dr. Sharkey will include at least one UCSB graduate student to assist with research/data details, and both will also provide technical assistance and program guidance to the grant staff, including coordinating efforts with our internal Research and Evaluation Department. Specifics of Dr. Sharkey's deliverables and costs are as follows:

**Data Entry, Analysis and Reporting**

Quarterly, UCSB will analyze and report data to the local Steering Committee and BSCC. In addition to using the assessment data to evaluate program and client outcomes, data will be used to improve program effectiveness. Feedback will be provided by UCSB to County at least quarterly and more frequently as needed through ad hoc meetings. Topics will include issues that have arisen around data collection, progress towards use of the assessments for treatment planning and evaluation purposes, and monitoring subpopulation disparities.

- With County input, UCSB will develop the Local Evaluation Plan due to the BSCC on July 1, 2021.
- UCSB will assist our internal Research & Evaluation Department to develop quarterly reports.
- With County input, UCSB will develop the final Local Evaluation Report due to BSCC on October 31, 2024.

**Personnel:**

Funds are requested for the Principal Investigator (PI; Dr. Jill D. Sharkey) and one Graduate Student. The PI will be highly involved in the project and will be responsible for the development and implementation of the evaluation plan and for all reports to local and state audiences. The Graduate Student will be responsible for project coordination and will manage data collection and analysis and report preparation and develop the project alongside the PI. Benefits are included per the University rates for Dr. Sharkey and the Graduate Student, including tuition, fees and UC Student Health Insurance

Behavioral Wellness Research & Evaluation team will be allotted \$14,000 on an annual basis to provide program and evaluation services. The Research & Evaluation team will capture and organize data for Dr. Sharkey's team, assist with data analysis and develop the experience and integrate processes to sustain program evaluation beyond grant funding. Existing County Behavioral Wellness Clinical Psychologists will be employed to work on the grant. Details are as follows:

The Internal BWell Evaluator (Dr. Patricia Gonzalez, in kind, 5% effort) will oversee Research and Evaluation team's program planning and design, data collection, and reports detailing clinical outcomes and program effectiveness. This person is considered key staff, and she will work collaboratively with Dr. Jill Sharkey to meet the grant reporting requirements.

The Research Analyst/Epidemiologist (to be selected, ~25% FTE) will oversee the grant data management and reporting system by, assisting with database development, data entry, designing data reports, running routine reports, verifying data quality, and preparing data files for UCSB External evaluation team.

Technical Assistance. Research and Evaluation will review all data transmitted for quality and completeness and to identify methods to improve the quality of the data being collected. Research Analyst will be part of the Behavioral Wellness team.

Internal communications. Research Analyst will communicate internally with program staff about the project to ensure that all evaluation activities are completed in a timely manner.

**9. Sustainability Planning: \$**

**10. Other (include travel and training costs): \$**

**11. Financial Audit: \$**



**Community Health Administration**

300 North San Antonio Road • Santa Barbara, CA 93110-1332  
805/681-5439 • FAX 805/681-5200

Van Do-Reynoso, MPH, PhD *Director*  
Suzanne Jacobson, CPA *Chief Financial Officer*  
Paige Batson, MA, PHN, RN *Deputy Director*  
Douglas Metz, DPM, MPH *Deputy Director*  
Polly Baldwin, MD, MPH *Medical Director*  
Henning Ansorg, M.D. *Health Officer*  
Darrin Eisenbarth *Deputy Director*

January 24, 2021

Board of State and Community Corrections  
2590 Venture Oaks Way, Ste 200  
Sacramento, CA 95833

RE: Letter of Commitment – Prop 64 Grant Application

To Whom it May Concern:

The County of Santa Barbara Public Health Department supports the County of Santa Barbara Behavioral Wellness Department's application for the BSCC Proposition 64 Safety Grant. Cannabis is an increasing issue among youth in our schools, as evidenced by over 50% of our current clients reporting that cannabis is their preferred drug of choice. Possession of cannabis is also the most prevalent drug offense when interacting with youth on school campuses and in the community. Public Health will collaborate with Behavioral Wellness to address youth cannabis use in our community.

In collaboration with Behavioral Wellness and community youth, Public Health will coordinate social media outreach campaigns focused on cannabis prevention. We are excited about the possibility of partnering with Behavioral Wellness to ensure our youth are well educated on the impacts of cannabis use and have access to services when needed.

Sincerely,

DocuSigned by:  
*Paige Batson*  
F4082E3D97C9466...

Paige A. Batson, M.A., PHN  
Deputy Director

---

Healthy people, healthy community, healthy environment.





#### STATIONS

**Buellton**  
140 W. Highway 246  
Buellton, CA 93427  
Phone (805) 686-8150

**Carpinteria**  
5775 Carpinteria Avenue  
Carpinteria, CA 93013  
Phone (805) 755-4452

**Isla Vista**  
6504 Trigo Road  
Isla Vista, CA 93117  
Phone (805) 681-4179

**Lompoc**  
3500 Harris Grade Road  
Lompoc, CA 93436  
Phone (805) 737-7737

**New Cuyama**  
70 Newsome Street  
New Cuyama, CA 93254  
Phone (661) 766-2310

**Santa Maria**  
812-A W. Foster Road  
Santa Maria, CA 93455  
Phone (805) 934-6150

**Solvang**  
1745 Mission Drive  
Solvang, CA 93463  
Phone (805) 686-5000

**Sheriff - Coroner Office**  
66 S. San Antonio Road  
Santa Barbara, CA 93110  
Phone (805) 681-4145

**Main Jail**  
4436 Calle Real  
Santa Barbara, CA 93110  
Phone (805) 681-4260

#### COURT SERVICES CIVIL OFFICES

**Santa Barbara**  
1105 Santa Barbara Street  
P.O. Box 690  
Santa Barbara, CA 93102  
Phone (805) 568-2900

**Santa Maria**  
312 E. Cook Street, "O"  
P.O. Box 5049  
Santa Maria, CA 93456  
Phone (805) 346-7430

**HEADQUARTERS**  
P.O. Box 6427 • 4434 Calle Real • Santa Barbara, California 93160  
Phone (805) 681-4100 • Fax (805) 681-4322  
[www.sbsheriff.org](http://www.sbsheriff.org)

**BILL BROWN**

Sheriff - Coroner

**SOL LINVER**

Undersheriff

January 20, 2021

Board of State and Community Corrections  
2590 Venture Oaks Way, Ste 200  
Sacramento, CA 95833

RE: Letter of Commitment – Prop 64 Grant Application

To Whom it May Concern:

The County of Santa Barbara Sheriff's Office supports the County of Santa Barbara Behavioral Wellness Department's application for the BSCC Proposition 64 Safety Grant. Cannabis is an increasing issue among youth in our schools, as evidenced by over 50% of our current clients reporting that cannabis is their preferred drug of choice. Possession of cannabis is also the most prevalent drug offense when interacting with youth on school campuses and in the community. The Sheriff's Office welcomes the opportunity for our School Resource Deputies (SRD) to partner with Behavioral Wellness staff to address cannabis use in our assigned schools as well as provide intervention and treatment assistance.

Drug and alcohol specialists, supported by SRDs, will provide outreach, prevention and early intervention to our students and neighboring communities. Alcohol and drug counselors, SRDs and peer support specialists will collaborate to identify students who may need assistance with cannabis use, including providing interventions before legal action may be taken. Additionally, students, parents, school staff and other stakeholders will be provided with cannabis prevention, early intervention and linkages to treatment services. We are excited about the possibility of partnering with Behavioral Wellness to ensure our youth are well educated on the impacts of cannabis use and have access to services when needed.

Sincerely,

  
Richard Brittingham  
Sheriff's Lieutenant



**Santa Maria Joint Union High School District**

2560 Skyway Drive · Santa Maria CA 93455  
805.922.4573 · [www.smjuhsd.k12.ca.us](http://www.smjuhsd.k12.ca.us)

Antonio Garcia  
Superintendent

January 20, 2021

Board of State and Community Corrections  
2590 Venture Oaks Way, Ste 200  
Sacramento, CA 95833

**RE: Letter of Commitment – Prop 64 Grant Application**

To Whom it May Concern,

Santa Maria Joint Union High School District (SMJUHSd) supports the County of Santa Barbara Behavioral Wellness Department's application for the BSCC Proposition 64 Safety Grant. Cannabis is an increasing issue among youth in our schools, as evidenced by over 50% of our current clients reporting that cannabis is their preferred drug of choice. Possession of cannabis is also the most prevalent drug offense when interacting with youth on school campuses and in the community. SMJUHSd welcomes the opportunity to partner with Behavioral Wellness staff to address cannabis use and provide intervention and treatment assistance.

Drug and alcohol specialists, supported by school staff, will provide outreach, prevention and early intervention to our students and neighboring communities. Alcohol and drug counselors and peer support specialists will collaborate to identify students who may need assistance with cannabis use, including providing interventions before legal action may be taken. Additionally, students, parents, school staff and other stakeholders will be provided with cannabis prevention, early intervention and linkages to treatment services. We are excited about the possibility of partnering with Behavioral Wellness to ensure our youth are well educated on the impacts of cannabis use and have access to services when needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Antonio Garcia", with a long horizontal line extending to the right.

Antonio Garcia  
Superintendent



Alice Gleghorn, PhD  
Director

January 26, 2021

Board of State and Community Corrections  
2590 Venture Oaks Way, Ste 200  
Sacramento, CA 95833

RE: Letter of Eligibility – Prop 64 Grant Application

As an applicant, our jurisdiction does not ban:

- ☐ All indoor commercial cannabis cultivation (including mixed light cultivation)  
Regulation(s), ordinance(s), and/or amendment(s) to our local government charter(s) that ensure the above are true
  - *Santa Barbara County Code Chapter 35 Article 35.4 Section 35.42.075*
    - *Ordinance No. 5027(Case No. 17ORD-00000-00004, adopted 02/27/2018) Cannabis Land Use Ordinance Amendment.*
    - *Ordinance No. 5044(Case No. 18ORD-00000-00007, adopted 05/15/2018) Cannabis Land Use Ordinance Amendment.*
  - *Santa Barbara County Code Chapter 50 Licensing of Commercial Cannabis Operations, adopted 05/01/2018*
- ☐ All outdoor commercial cannabis cultivation  
Regulation(s), ordinance(s), and/or amendment(s) to our local government charter(s) that ensure the above are true
  - *Santa Barbara County Code Chapter 35 Article 35.4 Section 35.42.075*
    - *Ordinance No. 5027(Case No. 17ORD-00000-00004, adopted 02/27/2018) Cannabis Land Use Ordinance Amendment.*
    - *Ordinance No. 5044(Case No. 18ORD-00000-00007, adopted 05/15/2018) Cannabis Land Use Ordinance Amendment.*
  - *Santa Barbara County Code Chapter 50 Licensing of Commercial Cannabis Operations, adopted 05/01/2018*
- ☐ Establishment of business(es) licensed under Division 10 of the Business and Professions Code  
Regulation(s), ordinance(s), and/or amendment(s) to our local government charter(s) that ensure the above are true
  - *Santa Barbara County Code Chapter 50 Licensing of Commercial Cannabis Operations, adopted 05/01/2018*
- ☐ Operation of business(es) licensed under Division 10 of the Business and Professions Code


Substance Use Disorder Programs  
300 North San Antonio Road, Bldg.3, Santa Barbara, CA 93110-1332 TEL: (805) 681-5220 TOLL-FREE: (888) 868-1649  
[countyofsb.org/behavioral-wellness](http://countyofsb.org/behavioral-wellness)



Regulation(s), ordinance(s), and/or amendment(s) to our local government charter(s) that ensure the above are true

- *Santa Barbara County Code Chapter 50 Licensing of Commercial Cannabis Operations*
  - *Ordinance No. 5097, An ordinance amending Chapter 50, Licensing of Commercial Cannabis Operations, adopted 01/14/2020*

Documentation detailed above will be provided to the BSCC upon request.

<b>Authorized Signature</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)		
<b>NAME OF AUTHORIZED OFFICER</b> Mona Miyasato		<b>TITLE</b> County Executive Officer
<b>STREET ADDRESS</b> 105 E. Anapamu St., Rm. 406		
<b>CITY</b> Santa Barbara	<b>STATE</b> CA	<b>ZIP CODE</b> 93101
<b>TELEPHONE NUMBER</b> 805-568-3400	<b>EMAIL ADDRESS</b> caoemail@co.santa-barbara.ca.us	
<b>AUTHORIZED OFFICER SIGNATURE (Blue Ink Only or E-signature)</b> X  <small>DocuSigned by:</small>		<b>DATE</b> 1/29/2021   2:36 PM PST

## APPENDIX F

### Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

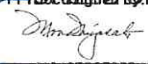
By checking the following boxes and signing below, applicant affirms that:

☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
Mona Miyasato	County Executive Officer	805-568-3400	
STREET ADDRESS	CITY	STATE	ZIP CODE
105 E. Anapamu St., Rm. 406	Santa Barbara	CA	93101
EMAIL ADDRESS			
caoemail@co.santa-barbara.ca.us			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) 			DATE 1/29/2021   2:36 PM PST

**APPENDIX A: PROP 64 PH&S SCORING PANEL ROSTER**

<b>Name, Title</b>	<b>Organization</b>
Gordon Baranco, Chair, BSCC Board Member	Board of State and Community Corrections
Hollie Hall, Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
Tanja Heitman, Chief Probation Officer	Santa Barbara County
Amy Irani, Director	Environmental Health Nevada County
Shannan Moon, Sheriff	Nevada County
Dave Nielsen, Retired Division/Policy Chief	CA Department Alcohol & Drug Programs, CA Department of Mental Health
Michael Salvador, Police Chief	City of Atwater
Jon Heredia, Chief Legal Officer Adjunct Professor of Cannabis Law	Chief Legal Officer Mirage Medicinal Golden Gate University School of Law
Miranda Rivers, Director of Operations	Trees of Knowledge
Miamah Reed, Youth Services Specialist	Sacramento Unified School District

**APPENDIX K**  
**Criteria for Non-Governmental Organizations Receiving**  
**Proposition 64 Public Health and Safety Grant Funds**

(Page 1 of 2)

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

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(Page 2 of 2)

In the table below, provide the name of the Grantee and list all contracted parties.

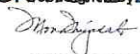
**Grantee:**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
University of Santa Barbara, Dr. Jill Sharkey	The Gevirtz Graduate School of Education; University of California Santa Barbara; Santa Barbara CA 93106-9490	(805) 893-3441 jsharkey@education.ucsb.edu	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
<b>NAME OF AUTHORIZED OFFICER</b> Mona Miyasato		<b>TITLE</b> County Executive Officer	
<b>STREET ADDRESS</b> 105 E. Anapamu St., Rm. 406		<b>STATE</b> CA	<b>TELEPHONE</b> 805-568-3400
<b>EMAIL ADDRESS</b> caoemail@co.santa-barbara.ca.us		<b>ZIP CODE</b> 93101	
<b>SIGNATURE (Blue Ink Only or E-signature)</b> X 			<b>DATE</b> 1/29/2021   2:36 PM PST

APPENDICES, Page | 68

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

**NOT APPLICABLE TO THIS AGREEMENT**

**EXHIBIT C**  
**STANDARD INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

---

**EXHIBIT C**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
(For Service Contracts Not Requiring Professional Liability  
(2022-03-02))

---

**INDEMNIFICATION**

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

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

**INSURANCE**

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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



B. Other Insurance Provisions

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

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

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

**EXHIBIT D**  
**CERTIFICATIONS REGARDING**  
**LOBBYING**

**NOT APPLICABLE TO THIS AGREEMENT**

# **EXHIBIT E**

## **PROGRAM GOALS, OUTCOMES AND MEASURES**

**EXHIBIT E**  
**PROGRAM GOALS, OUTCOMES AND MEASURES**

Program Evaluation		
Program Goals	Measures	Outcomes
1. Increase self-reported perception of harm of cannabis use for students in grades 9 and 11 in participating schools.	California Healthy Kids Survey (CHKS). Frequency Counts: 20-21 results minus 23-24 results	<u>≥10%</u> Biannually
2. Reduce self-reported cannabis use for students in grades 9 and 11 in participating schools.	CHKS - Frequency Counts: 20-21 results minus 23-24 results	<u>≤10%</u> Biannually
3. Reduce disciplinary infractions for substance use by 10% from three-year (2019-2020; 2018-2019, 2017-2018) baseline average at each participating school.	School Level Data - Frequency Counts: 3-year baseline minus 3-year intervention	<u>≤10%</u> Annually
4. Increase average daily attendance rates from three-year baseline at each participating school.	School Level Data - Frequency Counts: 3-year baseline minus 3-year intervention	<u>≥10%</u> Annually
5. Increase satisfaction (“Agree” or “Somewhat Agree”) (e.g., Staff treated me with respect) related to the SAP BRRIM for Youth.	Treatment Perceptions Survey- Youth satisfaction with program	<u>≥75%</u> Discharge
6. Increase Parent satisfaction (“Agree” or “Somewhat Agree”) to each item (e.g., Staff treated me with respect) related to the SAP BRRIM .	Treatment Perceptions Survey- Parent Satisfaction with program	<u>≥75%</u> Discharge
7. Participants referred to SAP BRRIM with substance related concerns will engage in ASAM screening and referral to appropriate level of care.	SAP BRRIM Prevention Plan	<u>75%</u> Discharge
8. Improved level of readiness for change at discharge from enrollment for youth who participate in ASAM Screening.	ASAM - Change score analysis paired with discharge level (if already low) to code success	<u>75%</u> Discharge
9. Improved level of relapse, continued use, or continued problem potential upon discharge from enrollment for youth who participate in ASAM Screening, and score 2+ across 2+ domains, will report.	ASAM - Change score analysis paired with discharge level (if already low) to code success	<u>75%</u> Discharge

\*County may amend the program goals, outcomes, and/or measures described in this Exhibit E by agreement. Amendments to this Exhibit E shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not require approval by the Board of Supervisors of the County of Santa Barbara.