STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER
BSCC 963-21

SCO ID: 5227-BSCC96321 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
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* 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	CITY	STATE	ZIP
105 E Anapamu Street	Santa Barbara	CA	93110
PRINTED NAME OF PERSON SIGNING	TITLE		
MONA MIYASATO	County Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
R			

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP	
2590 Venture Oaks Way, Suite 200	590 Venture Oaks Way, Suite 200 Sacramento CA 95833		95833	
PRINTED NAME OF PERSON SIGNING	TITLE			
RICARDO GOODRIDGE	RDO GOODRIDGE Deputy Director			
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED			
R.				
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 2

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@sbcbwell.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.

EXHIBIT A: SCOPE OF WORK

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 guarterly 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:

Quarterly Progress Report Periods

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

Due no later than:

August 15, 2021 November 15, 2021 February 15, 2022 May 15, 2022 August 15, 2022 November 15, 2022 February 15, 2023 May 15, 2023 August 15, 2023 November 15, 2023 February 15, 2024 May 15, 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

- 1. Local Evaluation Plan 2. Final Local Evaluation Report
- C. Other

Financial Audit

Due no later than:

August 1, 2021 October 31, 2024

Due no later than:

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.

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EXHIBIT A: SCOPE OF WORK

- 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.

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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:

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

Final Invoicing Periods*:

14. May 1, 2024 to June 30, 2024 15. July 1, 2024 to October 31, 2024

Due no later than:

August 15, 2021 November 15, 2021 February 15, 2021 May 15, 2021 August 15, 2022 November 15, 2022 February 15, 2023 May 15, 2023 November 15, 2023 February 15, 2024 May 15, 2024 June 15, 2024

Due no later than:

August 15, 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 <u>solely for the completion of the financial audit</u> 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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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 15th 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/

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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS
1. Salaries and Benefits	\$ 635,631
2. Services and Supplies	\$ 0
3. Professional Services	\$ 90,000
4. Non-Governmental Organizations (NGO) Contracts	\$ 0
 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
TOTAL	\$ 959,895

- 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 seg.), 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 <u>CCC 04/2017</u> 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:
 - "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).)

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.

3. 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 <u>will not</u> 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 breech 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;
 - 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 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.

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:

	Required Items:	1
1	Cover Sheet (previous page)	
2	 Proposition 64 PH&S Grant Program Proposal Checklist Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	
3	 Applicant Information Form Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	
4	Proposal AbstractNo more than one (1) page	
5	 Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections No more than eight (8) pages 	
6	 Project Work Plan No more than 2 pages using the template provided (see Appendix L for instructions) 	
7	 Budget Information (Budget Table & Narrative) Use BSCC templates provided Budget Narrative must be no more than four (4) pages 	
8	Additional Request for Proposals Information, if applicable • No more than two (2) pages	
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) Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	
12	Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds (Appendix K) Originally signed in blue ink by the authorized signatory (e-signatures are acceptable) 	
	Optional:	
13	Governing Board Resolution (Appendix E) Note: The Governing Board Resolution is due prior to contract execution but is <u>not</u> required at the time of proposal submission.	

I have reviewed this checklist and verified that all required items are included in this proposal packets:

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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

Proposition 64 Public Health & Safety Grant Program Applicant Information Form				
A. APPLICANT: City of <name></name>	or <name> County</name>	B. TAX IDENTIFICATION NUMBER	R:	
NAME OF APPLICANT		TAX IDENTIFICATION #		
County of Santa Barbara		95-6002833		
STREET ADDRESS 105 E Anapamu St.	CITY Santa Barbara		ZIP CODE 93101	
MAILING ADDRESS (if different) 300 N San Antonio Rd. Bldg 3	CITY Santa Barbara		ZIP CODE 93110	
C. PROJECT TITLE: Healthy	y Student Initiative			
D. PROJECT SUMMARY (100-15		E. GRANT FUNDS REQUESTED: am (ADP) proposes a three-pronged a	\$ 959,859	
of Student Assistance Programs and in-person) with direct linkages to h driven social media campaigns to i Office to collaborate with School R educational opportunities about ca F. PROJECT PURPOSE AREA 1	nd peer leaders to provide igher levels of care as ne increase the perception o esource Officers when st nnabis use to youth, pare - YOUTH DEVELOPMEN		schools (virtually and ic Health for youth ner with the Sheriff's taff will also facilitate	
INTERVENTION (MANDATOR	And a state of the second s	<u>% of the amount in Section E</u> PPA 1, check all that apply for the p		
 PPA 2: Public Health PPA 3: Public Safety PPA 4: Environmental Impace H. LEAD PUBLIC AGENCY: 	ot	Department of Behavioral Wellness		
I. PROJECT DIRECTOR:		Department of Denavioral Weilless		
NAME	TITLE	DEDADTMENT/A OFNOY		
John Doyel	Division Chief, ADP	DEPARTMENT/AGENCY Department of Behavior		
STREET ADDRESS		CITY		
300 N San Antonio Rd. Bldg 3		Santa Barbara		
STATE CA	ZIP CODE 93110	TELEPHONE NUMBER 805.448.3903		
EMAIL ADDRESS jdoyel@sbcbwell.org				
J. FINANCIAL OFFICER:				
NAME Obria Dibaira	TITLE Object Financial Office	DEPARTMENT/AGENCY		
Chris Ribeiro STREET ADDRESS	Chief Financial Officer		ral Wellness	
429 San Antonio Rd.		CITY Santa Barbara		
STATE CA	ZIP CODE 93110	TELEPHONE NUMBER 805.884.1694		
EMAIL ADDRESS		and an USA Catalog in the second s		
cribeiro@co.santa-barbara.ca.us				
PAYMENT MAILING ADDRESS (if di	ifferent) CITY	STATE	ZIP CODE	

NAME	TITLE	DEPAR	TMENT/AGENCY
John Doyel	Division Chief, ADP	Departr	ment of Behavioral Wellness
STREET ADDRESS		CITY	
300 N San Antonio Rd. Bldg 3		Santa E	Barbara
STATE CA	ZIP CODE 93110	TELEPHONE NUM 805.448.3903	BER
EMAIL ADDRESS jdoyel@sbcbwell.org		000.440.0000	
DAY-TO-DAY FISCAL CON	TACT:		2012年1月の日間でです。
NAME	TITLE	DEPART	MENT/AGENCY
Josue Sanchez	Fiscal Manager	Departm	nent of Behavioral Wellness
STREET ADDRESS 429 San Antonio Rd.		CITY Santa B	arbara
STATE CA	ZIP CODE 93110	TELEPHONE NUME 805.884.1619	BER
EMAIL ADDRESS jsanchez@sbcbwell.org			
the grantee and any subcontracto	ors will abide by the laws, poli	Applicant with the author cies, and procedures gov	ity to enter into contract with the BSCC, a erning this funding.
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE NUMBER
Mona Miyasato	County Executive	e Officer	805-568-3400
STREET ADDRESS	CITY	STAT	ZIP CODE
105 E Anapamu	Santa Barbara	CA	93101
EMAIL ADDRESS			
	6 		
EMAIL ADDRESS caoemail@co.santa-barbara.ca.us SIGNATURE (Blue Ink Only or E-sign	A-		DATE

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

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 amont 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 evidencedbased 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 mediation 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.

(1) Goal: 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.,	es 1.A.: Collaborate with 6 schools to implement a Student Assistance Program adhering to evidence-based standards							
etc.)	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 1.D.: Conduct consumer survey youth and parent satisfaction.	e-year baseline at	each participa	ting school.				
Project activ	Project activities that support the identified goal and objectives Responsible Timeline							
		staff/ partners	Start Date	End Date				
of marijuana 1.2 Collabo teachers) to that will be s 1.3 Collabo with behavio	cal school leaders on the SAP model including the identification a use behaviors. rate with School Leadership (Superintendents, Principals or develop a Student Assistance Program plan for school districts supportive of a SUD peer-to-peer intervention in the schools. rate with 6 schools to develop a format for referring students ors related to SUD.	Peer Leaders/Identif ied trainer	April 1, 2021	August, 2021				
(2) Goal:	Increase perception of harm of marijuana use for youth utilizing a	a peer-to-peer mo	del					
Objectives (A., B., etc.)	A., B., system for students referred by Student Assistance Programs.							
Project activ	ities that support the identified goal and objectives	Responsible	Time	eline				
		staff/ partners	Start Date	End Date				
				Septembe r 2021				
(3) Goal:	Develop and implement early intervention and treatment support marijuana substance abuse.	systems to High S	School youth ir	schools for				
Objectives (A., B., etc.)	Objectives3.A. Implement SBIRT to identify and provide brief substance use intervention to youth within the schools(A., B.,3.B. Engage 75% of students referred to SAP and/or Peer to Peer Intervention with substance-related							
Project activ	ities that support the identified goal and objectives	Responsible	Time	line				
		staff/ partners	Start Date	End Date				
assessment 3.2: Identify			June 2021					
(4) Goal:	Reduce marijuana consumption utilizing local media campaigns	to educate youth o	on the impacts	of use.				
Objectives (A., B., etc.)	Objectives 4.A. Create and develop local campaign using videos, state image ads for messaging (A., B., 4.B. Reduce self-reported marijuana use by 10% for students in grades 9 and 11 in participating districts as etc.) measured by the CHKS							
Project activ	ities that support the identified goal and objectives		Time	line				

	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	Prevention staff/Provider	April 2021	March 2022
social media and other media outlets.			

Proposal Budget

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

A. <u>Budget Table</u> (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. <u>Use whole numbers only.</u>

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. <u>Use whole numbers only.</u>

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	\$	≯	\$
TOTAL	\$ 959,895	≯	\$ 632,631 *

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

* 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 Palge Batson, MA, PHN, RN Deputy Director Douglas MELT, DPM, MPH Deputy Director Polly Batkwin, MD, MPH Medical Director Henning Ansorg, M.D. Health Officer Darin 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 evidence 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**



STATIONS

Buellton

SANTA BARBARA COUNTY

BILL BROWN Sheriff - Coroner

HEADQUARTERS P.O. Box 6427 · 4434 Calle Real · Santa Barbara, California 93160 Phone (805) 681-4100 · Fax (805) 681-4322 www.sbsheriff.org

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 evidence 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

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



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 evidence 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,

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

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.

NAME OF AUTHORIZED OFFICER		TITLE	
Mona Miyasato		County Executive Officer	
STREET ADDRESS			
105 E. Anapamu St., Rm. 406			
CITY	STATE	ZIP CODE	
Santa Barbara	CA	93101	
TELEPHONE NUMBER	EMAIL ADD	MAIL ADDRESS	
805-568-3400	caoemail@o	caoemail@co.santa-barbara.ca.us	
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only or E-signature)		DATE	
X Mondurget		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 <u>will not</u> 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 per	son who is authorized to sign the Grant	Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHO	TELEPHONE NUMBER		
Mona Miyasato	County Executive Officer	805-568-3	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					
AUTH வாக்கு விலாக ((Blue Ink Only or E-signature))			DATE		
X Mon Digital- 41846F5C7258460			1/29/2021 2:36 PM PST		

APPENDIX A: PROP 64 PH&S SCORING PANEL ROSTER

Name, Title	Organization
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.

(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.ed u	Yes ⊠ No 🗆
			Yes 🗌 No 🗌
			Yes 🗆 No 🗆
			Yes 🛛 No 🗌

Grantees are required to update this list and submit it to the BSCC any time a new thirdparty 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.

AUTHORIZED SIGNATURE		199 19 19 19 19 19 19 19 19 19 19 19 19	12 2 10 1		
(This document must be signed by the person who is authorized to sign the Grant Agreement.)					
NAME OF AUTHORIZED OFFICER	TITLE			TELEPHONE	
Mona Miyasato	County Executive Officer			805-568-3400	
STREET ADDRESS	CITY	STATE	ZIP CODE		
105 E. Anapamu St., Rm. 406	Santa Barbara	a Barbara CA 93101			
EMAIL ADDRESS					
caoemail@co.santa-barbara.ca.us					
SIGNATuREs/Blue Ink Only or E-signature) DATE			DATE		
X Mor degreet- 41848F5C7258400			1/29/2	021 2:36 PM PST	