

Dr. Alice Gleghorn, Ph.D. Director

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
REQUEST FOR PROPOSALS
For
SOUTHERN CALIFORNIA REGIONAL PARTNERSHIP
GRADUATE STIPEND PROGRAM
AND
PEER SUPPORT SPECIALIST STIPEND PROGRAM
FY 2021-2026**

The County of Santa Barbara, Department of Behavioral Wellness (BeWell) is pleased to issue this Request for Proposals (RFP) to solicit proposals from qualified organizations to serve as the administrator and fiscal intermediary for the delivery of a Graduate Stipend Program and a Peer Support Specialist Stipend Program.

Release Date: May 28, 2021

Responses Due By: 5:00 P.M. (PST) on June 23, 2021

Responses must be submitted via RFP 360

RFP 360 Link: <https://my.rfp360.com/public/rfp/ed02d2a1-cfd9-456e-ae5f-5b62e9f89022>

**Responses not submitted on time or through RFP 360
will not be considered**

TABLE OF CONTENTS

	<u>PAGE</u>
1. Overview	5
A. Introduction	5
B. Background	5
C. Contract Term	7
D. Funding Allocation	7
E. Proposal Timeline	8
F. Questions	8
G. RFP Contract Information	8
2. Bidder Minimum Qualifications	9
A. Eligible Bidders	9
B. Bidder Minimum Qualifications	9
3. Program Description	9
A. Stipend Program Goals	9
B. Graduate Stipend Program: Services to be Provided	10
C. Peer Support Specialist Stipend Program: Services to be Provided	12
4. Cost Proposal	14
5. Additional Administrative Requirements	14
A. Management and Reporting Capabilities	14
B. Investigation Statement	15
6. Submittal Instructions	15
A. Submit Proposal via RFP 360	15
B. Deadline for Submittal	15
C. Proposal Content	15
7. General Provisions	16
A. Amendments/Addenda to RFP	16
B. Incurred Costs	16

C. Open Records Law and Confidential Information	16
D. No Commitment to Contract	16
E. Final Contracting Authority.....	16
F. Best Value Evaluation.....	17
G. Right to Accept, Reject, Cancel or Waive	17
H. Additional Reservation of Rights.....	17
I. Local Vendor Preference Policy.....	17
J. Conflict of Interest.....	18
K. Nondiscrimination	18
8. Method of Evaluation	18
A. Evaluation Committee	18
B. Evaluation Criteria.....	19
C. Proposal Review Process	19
D. Award Procedures.....	19
9. Protests	19
A. Purpose and Applicability	19
B. Grounds for Protest.....	20
C. Procedure	20
D. Suspension of Procurement.....	20

ATTACHED EXHIBITS

The following Exhibits must be completed and submitted with the proposal:

- ☐ **Exhibit A – Proposal Contents**
- ☐ **Exhibit B – Cost Proposal**
- ☐ **Exhibit C – Cultural Competence Form**
- ☐ **Exhibit D – Certifications and Signature**

The following Exhibits are informational:

- ☐ **Exhibit E– Evaluation and Scoring Criteria**

- ☐ **Exhibit F – County Contract Standard Terms and Conditions**
- ☐ **Exhibit G – Bidders Conference Notification**
- ☐ **Exhibit H - Grant Agreement between BeWell and OSHPD (Agreement Number 20-10018)**

1. Overview

A. Introduction.

The Santa Barbara County Department of Behavioral Wellness (BeWell) is the public authority at the County level for alcohol, drug, and mental health services. As a public agency, the Department of Behavioral Wellness is responsible for assisting many of the County's most vulnerable residents, especially those who are uninsured or underinsured. BeWell provides leadership, coordination, and oversight for prevention, early intervention, treatment and recovery support from alcohol or drug use and/or mental health conditions for children, youth, adults, older adults and families.

BeWell is the fiscal and administrative agent for the **Southern California Regional Partnership (SCRIP)**. SCRIP is one of five Regional Partnerships designated by the California Behavioral Health Directors Association. Santa Barbara is in the Southern Regional Partnership which consists of the following 10 counties: Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties, and the Tri-City (Pomona, Claremont, and La Verne) area of Los Angeles County.

The purpose of this Request for Proposals (RFP) is identify a qualified organization to serve as the administrator and fiscal intermediary for the delivery of a **SCRIP Graduate and Peer Stipend Program**. The SCRIP Graduate Stipend Program and the Peer Support Specialist Stipend Program (collectively, the "Stipend Programs") were established with a grant received from the state's Office of Statewide Health Planning and Program Development (OSHPD) that is funded through the **2020-2025 Mental Health Services Act (MHSA) Workforce, Education and Training (WET) Five-Year Plan**. The Selected Bidder will collaborate with BeWell on the delivery of the program.

The **Graduate Stipend Program** will provide funding for graduate clinical master and doctoral education service performed in a local PMHS agency. SCRIP will select students in advance of their final year of education and provide funds in exchange for either a 12-month post degree work commitment or completion of the pre-degree clinical training program based on the individual county requirement. This program will provide individual awards of up to **\$6,000**.

The **Peer Support Specialist Stipend Program** will provide stipends to those individuals training to become Peer Support Specialists. Individual awards of up to **\$500** per applicant are available.

B. Background.

In November 2004, California voters approved Proposition 63, the Mental Health Services Act. The MHSA imposes a one percent tax on personal income greater than \$1 million to support the public mental health system (PMHS). The MHSA provides funding to support county- and state-administered public mental health programs and to monitor progress toward statewide goals. The MHSA created an opportunity to expand and improve the workforce that supports the PMHS. To

address the public mental health workforce issues, the MHSA includes a component for Workforce Education and Training (WET) programs.

The **2020-2025 Mental Health Services Act (MHSA) Workforce, Education and Training (WET) Five-Year Plan (the “WET Plan”)** reports that *“California’s public mental health system (PMHS) has serious workforce shortages and maldistribution in nearly all professions. There is a recognized lack of workforce diversity, underrepresentation of professionals with consumer and family member experience, and of racial, ethnic, and cultural communities providing services and support. These shortages are particularly severe for public mental health practitioners with adequate competencies to work effectively with individuals with serious mental illness (SMI) or serious emotional disturbance (SED) across the lifespan of age groups, as well as diverse racial, ethnic, and cultural populations.”*

The purpose of the WET Plan is to guide efforts to improve and expand the PMHS workforce throughout California. The WET Plan framework focuses on two strategies: 1) Supporting Individuals; and 2) Supporting Systems. To implement these strategies, OSHPD contracts with the Regional Partnerships to carry out the activities under Supporting Individuals, and OSHPD directly administers the activities under Supporting Systems.

There are four components of the **Supporting Individuals** strategy:

1. Pipeline development. Introduce the PMHS to kindergarten through 12th grades, community colleges, and universities.
2. Undergraduate college and university scholarships. Provide scholarships to undergraduate students in exchange for service learning received in a PMHS agency.
3. Clinical master and doctoral level graduate education stipends. Provide funding for post-graduate clinical master and doctoral education service performed in a local PMHS agency.
4. Educational loan repayment. Provide educational loan repayment assistance to PMHS professionals that the local jurisdiction identifies as serving in hard-to-fill and hard-to-retain positions, giving priority to applicants who previously received a scholarship and/or stipend. The amount awarded would be based on educational attainment, the level of unmet need in the community being served, and years of service in a local PMHS agency.

The SCRP Graduate Stipend Program is part of component # 3 above.

The SCRP Peer Support Specialist Stipend Program is part of component # 1 above.

The WET Plan strategies provide individuals with support throughout their career development pathway: as an undergraduate receiving a scholarship, in a clinical graduate program receiving a stipend, or as a PMHS professional receiving loan repayment assistance for education debt.

C. Contract Term.

BeWell intends to award one or more contracts to the Bidder(s) selected as the most qualified responsible Bidder(s) whose responses conform to this RFP and meets the County's requirements set forth herein. The term of the contract will be **5 years**, and commence upon execution by the Chair of the Santa Barbara County Board of Supervisors and shall expire on **June 30, 2026** unless otherwise terminated, or extended, pursuant to the contract.

D. Funding Allocation.

On February 19, 2021, BeWell was awarded a grant from OSHPD in the amount of **\$15,340,829** to:

1. Provide education and training to SCRP behavioral health providers, and
2. Recruit county behavioral health providers that enrich and diversify the workforce.

The 10 counties that are comprise the SCRP allocated **\$3,140,000** of this grant for stipends.

Funding for the **SCRP Graduate Stipend Program** and the **Peer Support Specialist Stipend Program** is subject to the following:

<i>Stipend Program</i>	<i>Amount (for 5-year contract)</i>	<i>Individual Stipend Amount</i>	<i># of Stipends</i>	<i>Administrative Cost Limit (15%)</i>
Graduate Students	\$2,940,000	\$6,000	Up to 490	\$ 441,000
Peer Support Specialists	\$200,000	\$500	Up to 400	\$ 30,000
<i>Total Administrative Cost Limit:</i>				\$471,000
<i>Contract Maximum:</i>	\$3,581,000 (including 15% administrative costs)			

- ☐ Administrative costs to administer the two Stipend Programs shall not exceed 15%.
- ☐ Funding for the is contingent upon receipt of local, state and federal funding.

E. Proposal Timeline.

Release of Request for Proposals	May 28, 2021
Bidders Conference (via Zoom videoconference) Attendance is recommended, but not required.	June 4, 2021 at 3:00 P.M. (PST)
Deadline for Submission of Questions by Bidders	June 8, 2021 at 4:00 P.M. (PST)
Deadline for BeWell's Responses to Questions	June 11, 2021 at 6:00 P.M. (PST)
Deadline for Submission of Proposal	June 23, 2021 at 5:00 P.M. (PST)
BeWell Review of Proposals	June 23, 2021 – July 9, 2021
Notice of Intent to Award	July 9, 2021
Protest Submission Deadline	July 14, 2021 at 5:00 P.M. (PST)
Board of Supervisors Review of Contract	TBD (Target – August 17, 2021) (docketing August 5)
Contract Start Date	August 17, 2021

F. Questions.

Questions regarding the contents of this RFP must be submitted online via RFP 360 on or before the deadline stated above. To the extent possible, BeWell will answer all questions posed through RFP 360. All questions and answers will be posted on RFP 360. See Section 6.A for further details on RFP 360.

G. RFP Contact Information.

All correspondence is to be submitted via RFP 360. The contact person for this RFP is:

RFP TITLE:	SCRIP Graduate and Peer Support Specialist Stipend Program FY 2021-2026
CONTACT:	Melanie Johnson, J. D., Contracts Manager, Department of Behavioral Wellness
CONTACT EMAIL:	Send message to Contact via RFP360 Message Center
CONTACT PHONE:	Phone: 805-681-5121

2. Bidder Minimum Qualifications

A. Eligible Bidders.

Bidders are eligible to participate in the RFP process if they meet the Bidder Minimum Qualifications and neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration (Debarred/Suspended). BeWell will disqualify proposals that do not demonstrate that Bidder meets the specified Bidder Minimum Qualifications, or if the Bidder fails to provide all information or documents requested in this RFP, or if Bidder or its principals are Debarred/Suspended. These disqualified proposals will not be evaluated by the Evaluation Committee and will not be eligible for the contract award under this RFP. BeWell has the right to accept all or part of the proposed program model at its discretion.

B. Bidder Minimum Qualifications.

To be eligible to participate in this RFP, Bidders must successfully demonstrate in their Proposal how they meet the following Bidder Minimum Qualifications:

1. Bidders must be licensed to do business in the State of California.
2. Bidders must not be on the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration (Debarred/Suspended)*.

3. Program Description

Bidder(s) must demonstrate how they will meet the requirements described below to administer the SCRP Stipend Programs:

A. Stipend Program Goals.

The goals of the SCRP Graduate Stipend Program and the Peer Support Specialist Stipend Program are in alignment with the WET Plan goals and include, to:

1. Retain current qualified, eligible employees in hard to fill/ hard to retain positions.
2. Expand the capacity of California's current public mental health workforce to meet California's diverse and dynamic needs.
3. Recruit students from schools offering graduate degrees in psychology, social work, marriage and family therapy, professional counselor, occupational therapy, and psychiatric mental health nurse practitioner.
4. Provide stipends on behalf of SCRP to those individuals training to become peer counselors under a grant from OSHPD for peer personnel preparation.

B. Graduate Student Stipend Program: Services to be Provided.

The Selected Bidder(s) shall serve as the administrator for the Graduate Student Stipend Program for SCRP and provide the services described below.

1. Communicate with Applicants/Award Recipients.

The Selected Bidder will:

- a. Provide information about Program eligibility requirement and the stipends available to potential applicants.
- b. Direct potential applicants to OSHPD's centralized online application that the SCRP member counties are using to accept applications for the Program.
- c. Provide information to the awardees regarding the process of the Program.
- d. Communicate with applicants about outcomes of their application process.

2. Collaborate with Partners.

The Selected Bidder will collaborate with SCRP, BeWell and the educational institutions participating in each county to establish Program eligibility requirements and the review and approval process.

3. Applicant Eligibility Screening.

SCRP is using OSHPD's online application system to facilitate the Program application process. OSHPD will collect the initial applications, score them, and send a list of the applicants, the scores and the information collected through the centralized application system to the Selected Bidder.

- a. Upon receipt of the application information, the Selected Bidder will screen the applications to ensure they meet eligibility requirements for the Program.
- b. The Selected Bidder will verify the applicant's enrollment in a qualifying program at an educational institution and verify the applicant's participation in a qualifying training site.

4. Application Scoring.

- a. OSHPD will provide the initial scores of the applications. The Selected Bidder will be responsible for scoring the qualitative component of the application (e.g., the essay questions). The Selected Bidder will compile the initial score and the qualitative score to arrive at a final score for each application.
- b. The Selected Bidder will review and score any additional qualitative components of the application such as supplemental essay questions.

5. Award Recommendations to SCRP.

- a. The Selected Bidder will present applicants' final scores and eligibility rating to the lead county of the SCRP in a format that can be sorted and filtered.
- b. SCRP will make final award decisions.

6. Award Administration.

- a. Upon receiving from SCRP the list of applicants that have been selected by the participating counties to receive a stipend award, the Selected Bidder will enter into contracts with the award recipients.
- b. The contracts with the award recipients must specify the amount of the award and outline the awardees' obligations, following the awardee's individual county requirements.
- c. The Selected Bidder will notify the counties and schools of the students that were awarded a stipend and signed the contract.
- d. All required IRS or California Franchise Tax Board documents will be prepared and provided to the awardees by the Selected Bidder.

7. Monitoring.

Post award, the Selected Bidder will conduct post-graduate employment surveys of the stipend recipients at three and six months after graduation.

8. Reporting.

The Selected Bidder will:

- a. Prepare regular accounting reports of the Program and submit them to the SCRP lead County on a quarterly, bi-annual, or annual basis as requested by SCRP.
- b. Attend periodic SCRP meetings to present on the status of the Program and to collect any feedback from the members.
- c. Provide SCRP with an annual report that will include, at a minimum:
 - i. Number of stipend applications per county,
 - ii. Number of stipend award recipients per county, and
 - iii. Number of stipend recipients that did not complete their academic program or stipend Agreement.

9. Survey.

The Selected Bidder will conduct survey of the awardees on an annual basis to collect data on outcomes and effectiveness of the program.

10. Recovery of Grant Funds.

Recover grant funds from award recipients in the event of a failure to perform the obligations set forth in the Stipend Program Agreement.

C. Peer Support Specialist Stipend Program: Services to be Provided.

The Selected Bidder(s) shall serve as the administrator for the Peer Support Specialist Stipend Program for SCRP and provide the services described below.

1. Communicate with Applicants/Award Recipients.

The Selected Bidder will:

- a. Provide information about Program eligibility requirement and the stipends available to potential applicants.
- b. Direct potential applicants to OSHPD's centralized online application that the SCRP member counties are using to accept applications for the Program.
- c. Provide information to the awardees regarding the process of the Program.
- d. Communicate with applicants about outcomes of their application process.

2. Collaborate with Partners.

The Selected Bidder will collaborate with SCRP, BeWell and the educational institutions participating in each county to establish Program eligibility requirements and the review and approval process.

3. Applicant Eligibility Screening.

SCRP is using OSHPD's online application system to facilitate the Program application process. OSHPD will collect the initial applications, score them, and send a list of the applicants, the scores and the information collected through the centralized application system to the Selected Bidder.

- a. Upon receipt of the application information, the Selected Bidder will screen the applications to ensure they meet eligibility requirements for the Program.
- b. The Selected Bidder will verify the applicant's enrollment in a qualifying program at an educational institution.

4. Application Scoring.

- a. OSHPD will provide the initial scores of the applications. The Selected Bidder will be responsible for scoring the qualitative component of the application (e.g., the essay questions) . The Selected Bidder will compile the initial score and the qualitative score to arrive at a final score for each application.
- b. The Selected Bidder will review and score any additional qualitative components of the application such as supplemental essay questions.

5. Award Recommendations to SCRP.

- a. The Selected Bidder will present applicants' final scores and eligibility rating to the lead county of the SCRP in a format that can be sorted and filtered.
- b. SCRP will make final award decisions.

6. Award Administration.

- a. Upon receiving from SCRP the list of applicants that have been selected by the participating counties to receive a stipend, the Selected Bidder will enter into contracts with the award recipients.
- b. The contracts with the award recipients must specify the amount of the award and outline the awardees' obligations, following the awardee's individual county requirements.
- c. The Selected Bidder will notify the counties and schools of the students that were awarded a stipend and signed the contract.
- d. All required IRS or California Franchise Tax Board documents will be prepared and provided to the awardees by the Selected Bidder.

7. Monitoring.

Post award, the Selected Bidder will conduct post-training employment surveys of the stipend recipients at three and six months after completion of the Peer Support Specialist training.

8. Reporting.

The Selected Bidder will:

- a. Prepare regular accounting reports of the program and submit to them to the SCRP lead County on a quarterly, bi-annual, or annual basis as requested by SCRP.

- b. Attend periodic SCRP meetings to present on the status of the Program and to collect any feedback from the members.
- c. Provide SCRP with an annual report that will include, at a minimum:
 - i. Number of stipend applications per county,
 - ii. Number of stipend award recipients per county, and
 - iii. Number of stipend recipients that did not complete their academic program or stipend Agreement

9. **Survey.**

The Selected Bidder will conduct survey of the awardees on an annual basis to collect data on outcomes and effectiveness of the Program.

10. **Recovery of Grant Funds.**

Recover grant funds from award recipients in the event of a failure to perform the obligations set forth in the Peer Support Specialist Stipend Program Agreement.

4. Cost Proposal

Bidders shall complete and upload the Cost Proposal template provided in *RFP Exhibit B (Cost Proposal)*.

5. Additional Administrative Requirements

A. **Management and Reporting Capabilities**

Bidders must include in their proposal a description of their organization's capabilities in the following areas:

1. **Financial Management.** Describe your agency's demonstrated competency in the following areas:
 - a. Experience with and sound financial management of large programs (e.g., programs with an annual budget exceeding \$1,000,000).
 - b. Does the agency employ or contract for the services of a Certified Public Accountant?
2. **Personnel Management.** Describe your organization's personnel management capabilities. This section deals with staffing, directing, coordinating staff. In other words: How does your company maintain a positive work environment to maintain positive morale and low staff turnover? How does your company train, cross train and

ensure shifts are covered? What is your company's objective of the employee performance review? How does your company ensure that it hires the right people?

3. **General Administration.** Describe your organization's general administration capabilities.
4. **Adherence to Funding Agency Reporting Requirements.** Describe your organization's practices regarding meeting the reporting requirements of funding agency.

B. Investigation Statement

Proposals must include a statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mis-management. These statements must describe the program audited or investigated, by whom, the date of the audit, the period audited and the purpose and outcome of the audit or investigation.

6. Submittal Instructions

A. Submit Proposal via RFP 360.

BeWell uses RFP 360, an online RFP management software that automates the RFP process. The system is used to distribute RFPs, receive Bidders' Statements of Qualifications, receive and respond to questions, and to review and evaluate responses. [A Proposal in response to this RFP will only be accepted through this online system.](#)

Submittal of a hard copy Proposal or by electronic means (e.g., emails, flash drives) will NOT be accepted. Interested Bidders must set up a digital Bidder profile in RFP 360 and complete and submit a Proposal to respond to this RFP. Once a profile is established, Bidders will be able to respond to any future RFPs issued by BeWell without the need to re-enter basic Bidder details (e.g, name, address, contacts, etc.).

B. Deadline for Submittal.

A complete Proposal must be submitted through RFP 360 by **5:00 P.M. (PST) on June 23, 2021.** Late submissions will not be accepted.

C. Proposal Content.

To respond to this RFP, Bidders must complete and submit a Proposal via RFP 360. See *RFP Exhibit A (Proposal Content)* for a details about required information.

7. General Provisions

A. Amendments/Addenda to RFP.

BeWell reserves the right to issue addenda or amendments to this RFP if BeWell considers that changes are necessary or additional information is needed. Any Amendments/Addenda will be available on RFP 360.

B. Incurred Costs.

All costs incurred in the development, preparation, and submission of a Proposal in response to this RFP will be solely at the expense of the Bidders.

C. Open Record Laws & Confidential Information

All materials submitted in response to this RFP will become the property of the County of Santa Barbara and will not be returned. In addition, all materials submitted may be subject to open record laws and regulations such as the California Brown Act and the California Public Records Act, and therefore may be released, disclosed, and posted online, to and for the public. The County reserves the right, consistent with applicable laws, to make the final determination whether a proposal, or any portion of it, should be considered Confidential Information and not subject to disclosure. Bidder's identification of a document as "Confidential" shall not be dispositive. In making a determination of whether the information is confidential, the County uses the definition of trade secret set forth in subdivision (d) Section 3426.1 of the California Civil Code, which states "Trade secret means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy" (Confidential Information). This provision does not apply to Confidential Information that is 1) in the public domain through no fault of the receiving party, 2) was independently developed as shown by documentation, 3) is disclosed to others without similar restrictions, 4) was already known by the receiving party, or 5) is subject to disclosure under court order or other lawful process.

D. No Commitment to Contract.

The purpose of this RFP is to identify Bidders that are able to meet BeWell's specific requirements for CRT services. This RFP does not commit BeWell to award a contract.

E. Final Contracting Authority.

The Santa Barbara County Board of Supervisors has final authority to approve contracts for special services and any contract over \$200,000 on behalf of the County. Contracts shall be subject to the County's standard terms and conditions, including required terms under the Mental

Health Services Act (MHSA) Agreement with DHCS and standard indemnification and insurance requirements (see *RFP Exhibit G*). Should the parties fail to agree on contract terms, or should Board approval be denied, this may result in re-negotiation of the contract(s), the re-advertisement of the RFP process, or any other actions deemed appropriate by BeWell.

F. Best Value Evaluation.

BeWell realizes that criteria other than price are important and will award contract(s) based on the optimal combination of quality, price, contractual terms and various qualitative elements of required products and services.

G. Right to Accept, Reject, Cancel, or Waive.

Proposals must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. BeWell reserves the right to accept or reject any or all proposals or any part thereof, or to waive any informalities or minor irregularities in the proposals, and to make an award on the basis of suitability, quality of service to be provided, and ability to perform the services.

Common reasons for rejection include, but are not limited to proposals that are conditional or incomplete or that contain any alteration of form or other irregularities of any kind; proposals with defects or irregularities constituting material deviations from the submittal requirements; or failure to follow the prescribed format or deadlines. BeWell also reserves the right to cancel this RFP in part or in its entirety.

H. Additional Reservation of Rights.

BeWell further reserves the right to:

- i. Reopen the RFP after the final submission date if, in its sole discretion, BeWell determines that the Proposals received do not meet the guidelines or the intent of this RFP.
- ii. Extend the deadline to submit Proposals for 30 days beyond the final submission deadline if the Proposal Timeline was for 40 days or less and only one responsive Proposal was received.
- iii. Choose a Bidder who is not the lowest bidder.
- iv. Award more than one contract.

I. Local Vendor Preference Policy.

This RFP is funded with state funds through the MHSA.

J. Conflict of Interest.

Bidder shall disclose to BeWell any actual, apparent, or potential conflicts of interest that may exist relative to the services described herein this RFP. County retains the right to waive a conflict of interest disclosed by Bidder if County determines it to be immaterial. If awarded the contract, the selected Bidder will be required to refrain from and disclose subsequent potential conflicts throughout the performance period.

K. Nondiscrimination.

The County of Santa Barbara does not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment, and does not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification.

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

8. Method of Evaluation**A. Evaluation Committee.**

Proposals will be evaluated by a committee (with a minimum 5 members) comprised of non-conflicted members (Evaluation Committee). The Evaluation Committee will include BeWell staff and may include other County staff and/or external partners who have expertise/experience in the RFP content.

The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee.

Responses will be evaluated and ranked in accordance with the criteria described in *RFP Exhibit E (Evaluation and Scoring Criteria)*.

The Evaluation Committee will select the Bidder(s) who, in its opinion, has submitted a Proposal that best serves the overall interests of the County of Santa Barbara.

The award may not be to the Bidder(s) with the lowest price or highest point score(s).

B. Evaluation Criteria.

All Proposals that pass the Technical Review will be forwarded to the Evaluation Committee. The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee.

The Evaluation Committee will evaluate Bidders' proposals using the criteria described in *RFP Exhibit E (Evaluation and Scoring Criteria)*.

C. Proposal Review Process.

Proposals will be reviewed and scored by the Evaluation Committee. Proposals shall be evaluated according to the Evaluation Criteria and point scale described in RFP Exhibit E.

D. Award Procedures.

Following scoring and evaluation by the Evaluation Committee, a Notice of Intent to Award will be issued.

A contract, in form and content similar to *RFP Exhibit F*, will be negotiated with the selected Bidder(s).

All final contract(s) that meet the \$200,000 threshold will be submitted to the County Board of Supervisors for review and approval. Final contracts under the threshold will be Purchase Orders and processed through the County Purchasing Division

It is the intent of BeWell to have contract(s) in effect by August, 2021.

9. Protests**A. Purpose and Applicability.**

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by BeWell concerning its procurement activities. The following protest procedures shall be employed for procurements conducted by BeWell.

A protestor has the burden of proof that BeWell has committed an error in the bid process sufficiently material to justify invalidation of the award. An example of a material error would be, among others, failure to follow the provisions of its own bid document. When scores of an Evaluation Committee are at issue, more than the opinion of the protestor that scores should have been different, or that different scores could have been awarded based on the same information, is required to invalidate scoring decisions.

B. Grounds for Protest.

1. A Bidder to the RFP may protest to BeWell the award of the contract to another Bidder if:
 - a. The Protestor has reason to believe that free and open competition does not exist;
 - b. There has been a violation of federal, state, or local law or regulation during the procurement process;
 - c. The Evaluation Committee's failure to adhere to evaluation criteria set forth in solicitation documents or use of additional criteria not so published; or
 - d. Changes to evaluation criteria made during the evaluation process.
2. There is no basis for protest if:
 - a. BeWell rejects all bids or proposals;
 - b. The protestor was not a Bidder;
 - c. The protest was not submitted timely or in accordance with these procedures;
 - d. The protestor has not alleged that it is the lowest responsible bidder or highest-scored proposer; or
 - e. The protestor is not in a position to make a supportable assertion that it should have been the lowest responsible Bidder or the highest-scored Bidder.

C. Procedure.

1. A protest must be submitted on RFP 360 within five (5) calendar days following the date of the Notice of Intent to Award, and no later than 5:00 p.m. on the fifth day. Protests received after that time shall not be considered. Protest information and follow-up arguments that are submitted after the protest submission deadline will not be considered to be part of the protest.
2. All protests received within the protest submission deadline shall be examined by the BeWell Director. The BeWell Director shall evaluate the protest and, within fourteen calendar days of the date the protest was filed on RFP 360, issue a written decision to the Protestor and any other interested parties. No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by BeWell. If applicable, BeWell may attempt to resolve the protest with the protestor.
3. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

D. Suspension of Procurement.

Procurement activity shall be suspended pending resolution by the BeWell Director of a protest unless one or more of the following conditions exists:

1. The goods or services being procured are urgently required;

2. Delivery or performance will be unduly delayed by failure to make an award promptly;
3. Failure to make prompt award will result in termination of a critical County function or activity or otherwise cause undue harm to the County; or
4. The BeWell Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.

EXHIBIT A PROPOSAL CONTENT

SCRIP GRADUATE STIPEND PROGRAM AND PEER SUPPORT SPECIALIST STIPEND PROGRAM RFP

This section describes the information that Bidders must complete and submit in response to this RFP. This information must be submitted through RFP 360.

Overview:

1. General Instructions for Submitting a Proposal
2. General Information / Bidder Profile
3. Bidder Attestation re: Minimum Qualifications
4. Proposal Summary
5. Organization Overview
6. Experience Administering Workforce Development Financial Incentive Program
7. Experience Administering Financial Assistance Incentive Programs for a County
8. Program Narrative
 - A. Program Goals
 - B. Graduate Stipend Program: Services to Be Provided
 - C. Peer Support Specialist Stipend Program: Services to Be Provided
9. Cost Proposal
10. Management and Reporting Capabilities
 - A. Financial Management
 - B. Personnel Management
 - C. General Administration
 - D. Adherence to Agency Reporting Requirements
 - E. Investigation Statement

11. Required Documents:

- ☐ Staffing Structure/Organizational Chart
- ☐ Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State website to document Proof of Authority to Operate in California.
- ☐ Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.
- ☐ Cost Proposal (using the Cost Proposal template in RFP Exhibit B)
- ☐ Annual Audited Financial Statement (most recent)
- ☐ Tax Return (most recent filed)
- ☐ Cultural Competence Form (see RFP Exhibit C)
- ☐ Certifications and Signature (see RFP Exhibit D)

12. Supporting Documents (Optional)

Bidders may submit up to five pieces of additional information in support of the agency or this proposal. Information may include:

- ☐ Resumes of key staff
- ☐ Letters of recommendation from public or private agencies
- ☐ Brochures and promotional material
- ☐ Pictorial material, clippings, and other information supportive of the proposal contents

PROPOSAL CONTENT

1. General Instructions for Submitting a Proposal

Detailed Responses: In responding to each section of the RFP, Bidders should document all statements concerning specific experience, knowledge, training and capabilities to the fullest extent possible. For example, do not make unqualified statements such as *“Our organization has a history of managing loan repayment programs.”* Instead, factual definitive information will be required such as: *“For the past 5 years, our organization has managed a \$10 million loan repayment program for six California counties and served more than 700 recipients.”*

2. General Information/Bidder Profile

a. Name of Organization:

Address:

Street:

City:

State:

Zip Code:

Executive Director:

Name:

Work Phone: () - Ext.

E-mail Address:

Project Director/Lead Staff:

Name:

Title:

Work Phone: () - Ext.

E-mail Address:

Primary Contact Information:

Name:

Title:

Work Phone: () - Ext.

E-mail Address:

b. Webpage:

c. Federal Identification Number (Tax ID):

d. Years in Operation:

e. Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

f. Jurisdiction of Organization Structure: _____

g. Bidder is a: (if applicable, add checkmark next to designation below)

_____ Small business, minority-owned firm

_____ Women's business enterprise

3. Bidder Attestation re: Bidder Minimum Qualifications (5 points)

(Place a checkmark next to each qualification below). Bidder hereby certifies that the organization is:

_____ Licensed to do business in the State of California.

_____ Not on the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration (Debarred/Suspended)*.

4. Proposal Summary

Include an executive summary here of the organization's proposal to provide the services described in the RFP.

5. Organization Overview (10 points)

In this section, please present the characteristics of your organization that you think will persuade a reader that your organization can effectively administer the SCRP Loan Repayment Program. Include in the overview:

A. The organization's distinguishing characteristics.

B. A summary of the qualifications (e.g., education, training, experience) of the key personnel to be assigned to this Program.

- C. Areas of strength of the organization.
- D. A summary of experience with similar services and programs.
- E. Bidder's existing services and how they will relate to the proposed services.
- F. Bidder's experience in hiring, training, and retaining direct service and support staff with expertise in administering grants.

6. Experience Administering Graduate or Intern Stipend Programs (20 points)

Describe the organization's experience administering a Graduate or Intern Stipend Program(s) in the most recent 6 years.

- A. Include the name of the program(s), the total dollar amount of the stipend program(s) and the number of stipends issued.
- B. Provide data to demonstrate the success of the program(s). For example, number of stipends issued, number of stipend contracts successfully fulfilled by the recipient, the contract default rate, and percentage of grant funds recovered if there were defaults.

7. Experience Administering Graduate or Intern Stipend Programs for a County (20 points)

- A. Describe your organization's experience administering Graduate or Intern Stipend programs for a county.
- B. Indicate if the organization has administered a Graduate or Intern Stipend program for any of the 10 county members of SCRP (Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties, and the Tri-City (Pomona, Claremont, and La Verne) area of Los Angeles County).
 - 1. Include the name(s) of the county(ies) for which the organization served as the fiscal and administrative agent for the program(s).
 - 2. Include the time period the organization administered the program, the name of the program, the total dollar amount of the program and the number of stipends issued.

8. Program Narrative (90 points)

A. Program Goals

Describe how the proposed services will meet the goals described in **RFP Section 3.A (Stipend Program Goals)**:

1. Retain current qualified, eligible employees in hard to fill/ hard to retain positions.
2. Expand the capacity of California's current public mental health workforce to meet California's diverse and dynamic needs.
3. Support delivery of PMHS services for consumers within an integrated health system that encompasses physical health and substance use services.

B. Graduate Stipend Program: Services to Be Provided

Describe the proposed approach to providing the services identified in **RFP Section 3.B (Graduate Student Stipend Program: Services to be Provided)**:

1. Communicate with Applicants/Award Recipients.
2. Collaborate with Partners.
3. Applicant Eligibility Screening.
4. Application Scoring.
5. Award Recommendations to SCRP.
6. Award Administration.
7. Monitoring.
8. Reporting.
9. Survey.
10. Recovery of Grant Funds.

C. Peer Support Specialist Stipend Program: Services to Be Provided

Describe the proposed approach to providing the services identified in **RFP Section 3.C (Peer Support Specialist Stipend Program: Services to be Provided)**:

1. Communicate with Applicants/Award Recipients.
2. Collaborate with Partners.
3. Applicant Eligibility Screening.
4. Application Scoring.
5. Award Recommendations to SCRP.
6. Award Administration.
7. Monitoring.
8. Reporting.
9. Survey.
10. Recovery of Grant Funds.

9. Cost Proposal (40 points)

Complete and upload the cost proposal using the template provided in Exhibit B.

The administrative costs for this program are capped at 15%. Place checkbox next to the statement below to acknowledge this cap.

_____ Bidder hereby acknowledges and agrees to the 15% cap on administrative costs.

10. Management and Reporting Capabilities (15 points)

Provide a detailed description of your organization's capabilities in the following areas:

A. Financial Management

Describe your agency's demonstrated competency in the following areas:

1. Experience with and sound financial management of large programs (e.g., programs with an annual budget exceeding \$1,000,000).
2. Does the agency employ or contract for the services of a Certified Public Accountant?

B. Personnel Management

Describe your organization's personnel management capabilities. This section has to do with staffing, directing, coordinating staff. In other words: How does your company maintain a positive work environment to maintain positive morale and low staff turnover? How does your company train, cross train and ensure shifts are covered? What is your company's objective of the employee performance review? How does your company ensure that it hires the right people? Etc.

C. General Administration

Describe your organization's general administration capabilities.

D. Adherence to Funding Agency Reporting Requirements

Describe your organization's practices regarding meeting the reporting requirements of funding agency.

E. Investigation Statement

Proposals must include a statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mis-management. These statements must describe the program audited or investigated, by whom, the date of the audit, the period audited and the purpose and outcome of the audit or investigation.

11. Required Documents.

Please use the following naming protocol for uploaded documents:

[company name]_[document name]

Example: Green Company Exhibit B Budget Template

Prior to submitting your proposal, please confirm that you have uploaded the following documents:

- ☐ **Staffing Structure/Organizational Chart.** An organizational chart for the entire legal entity or entities of your agency, showing how the new program would integrate into the existing organization.
- ☐ **Proof of Authority to Operate in the State of California.** Attach photocopies of

federal and state tax identification numbers. Additionally, include a print out from the Secretary of State's website to document Proof of Authority to Operate in the State of California.

- ☐ **Certificates of Insurance.** A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.
- ☐ **Cost Proposal** (using the Cost Proposal Template provided in RFP Exhibit B).
- ☐ **Annual Audited Financial Statement** (most recent).
- ☐ **Tax Return** (most recent filed).
- ☐ **Cultural Competence Form** (see RFP Exhibit C).
- ☐ **Certifications and Signature** (see RFP Exhibit D).

12. Supporting Documents (Optional)

Bidders may submit up to five pieces of additional information in support of the agency or this proposal. Information may include:

- A. Resumes of key staff
- B. Letters of recommendation from public or private agencies
- C. Brochures and promotional material
- D. Pictorial material, clippings, and other information supportive of the proposal contents.

SCRIP STIPEND PROGRAMS RFP

EXHIBIT B COST PROPOSAL

FINAL 5.27.21

Total Budget: \$
 Total Number of Graduate Student Stipends: #
 Total Number of Peer Specialist Stipends: #
 Total Cost of Graduate Student Stipends: \$
 Total Cost of Peer Specialist Stipends: \$
 Administrative Costs (capped at 15%): \$

	Year 1 FY 2021-22	Year 2 FY 2022-23	Year 3 FY 2023-24	Year 4 FY 2024-25	Year 5 FY 2025-26	Total Stipends
Number of Graduate Student Stipends						Total Graduate Student Stipends
	#	#	#	#	#	#
Cost of Graduate Student Stipends (xx awards x \$x,xxx)	\$	\$	\$	\$	\$	Total Graduate Students Costs \$
Number of Peer Specialist Stipends	#	#	#	#	#	Total Peer Stipends #
Cost of Peer Specialist Stipends (xx awards x \$x,xxx)	\$	\$	\$	\$	\$	Total Peer Stipend Costs \$
Administrative Costs	\$	\$	\$	\$	\$	Total Administrative Costs \$
Yearly Totals	\$	\$	\$	\$	\$	Grand Total \$

RFP EXHIBIT C CULTURAL COMPETENCE

Bidder Name: _____

Identify the Agency's ability to provide language, gender, and culturally **specific to the RFP services** by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender and Culturally Competence	Have staff on board		Name of Agency that you have an arrangement with to respond to these referrals
	1	2	
	Included in staffing work plan	Not included in staffing work plan. Explain below	
American Sign Language			
Spanish (Language)			
Other Language:			
L.G.B.T.Q. Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Formerly homeless staff or staff in recovery			
Others:			

EXHIBIT D

CERTIFICATIONS AND SIGNATURE

Certifications and Signature

The following statements are incorporated into Bidder's response to this RFP:

1. The offer made in the proposal is firm and binding for twelve (12) months from the date the proposal is opened.
2. All aspects of the proposal, including cost, have been determined independently, without consultation with any other Bidder or competitor for the purpose of restricting competition.
3. Bidder has reviewed the RFP, County Contract Standard Terms and Conditions, including the Insurance Requirements in their entirety and have no exceptions to any requirements, terms, or conditions.
4. Bidder agrees to provide BWell with any other information BWell determines is necessary for an accurate determination of the Bidder's ability to perform the services as proposed.
5. Certification Regarding Debarment or Suspension.
 - a. In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Bidders submitting a response to this RFP:
 - i. By signing this Certification and submitting a bid, the Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
 - ii. "Principals," for the purposes of this certification, means officers, directors, owners with an ownership interest totaling five percent or more, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
 - b. The Bidder shall provide immediate written notice to the BWell Contact Person identified in this RFP if, at any time prior to award, the Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.

EXHIBIT D

CERTIFICATIONS AND SIGNATURE

- c. This certification is a material representation of fact upon which reliance will be placed when making the award. It if is later determined that the Bidder rendered an erroneous certification, in addition to other remedies available to the County of Santa Barbara government, BWell may terminate the contract resulting from this solicitation for default.
- d. The Bidder affirms that it has no record of recent unsatisfactory performance with County of Santa Barbara, during the past twenty-four (24) months at a minimum.
- 6. The Bidder has no actual, apparent, or potential conflicts of interest relative to the services described herein or, has disclosed all actual, apparent, or potential conflict of interest to BWell. [Bidders: Attach a Conflicts of Interest Statement to this form that identifies in detail any actual, apparent or potential conflict of interest].

Certification: I hereby certify that I have authorization to attest to the foregoing statements and to submit this proposal on behalf of the organization; and that to the best of my knowledge, the information contained in this proposal are true and correct.

SIGNATURE: _____
Authorized Representative

Date: _____

Bidder Name: _____

Address _____

Telephone # () _____

Contact: _____

Name of Authorized Representative: _____
(Print Name)

Title of Authorized Representative: _____
(Print Title)

EXHIBIT E

EVALUATION AND SCORING CRITERIA

SCRIP GRADUATE STIPEND PROGRAM AND PEER SUPPORT SPECIALIST STIPEND PROGRAM RFP

All contact during the evaluation phase shall be through RFP 360 to the County contact person only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the Evaluation Committee may result in disqualification of Bidder.

Proposals will be evaluated by a committee (with a minimum 5 members) comprised of non-conflicted members (Evaluation Committee). The Evaluation Committee will include BeWell staff and may include other County staff and/or external partners who have expertise/experience in the RFP content.

The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee.

Responses will be evaluated and ranked in accordance with the criteria stated in *RFP Exhibit E (Evaluation and Scoring Criteria)*.

The Evaluation Committee will select the Bidder(s) who, in its opinion, has submitted a Proposal that best serves the overall interests of the County of Santa Barbara. The award may not be to the Bidder(s) with the lowest price or highest overall point score(s).

The evaluation process consists of the following steps:

Step 1: Technical Review.

All proposals that pass the Technical Review, which is determined on a pass/fail basis, shall be forwarded to the Evaluation Committee.

Step 2: Written Proposal Scored.

Proposals will be reviewed and scored by the Evaluation Committee. Proposals shall be evaluated according to the Evaluation Criteria and point scale shown below. The Evaluation Committee shall score responses to each question according to the following scale:

Does not meet requirement 0 points	Minimally meets requirement 1 point	Somewhat meets requirement 2 points	Partially Meets requirement 3 points	Mostly meets requirement 4 points	Fully meets requirements 5 points
The proposal fails to address the criteria.	The proposal addresses the criteria in a very inadequate way.	The proposal addresses the criteria in a non-specific or unsatisfactory way.	The proposal addresses the criteria in an adequate way.	The proposal addresses the criteria in a substantial way.	The proposal addresses the criteria in an outstanding way.

Questions within some sections have been assigned weights between 0 and 5, which indicate relative priority to each other (5 = highest priority). When varying weights are not indicated below, assume that the questions within the section have been weighted equally. The scores for all the Evaluation Criteria shall be added and calculated according to weight to arrive at a score for each proposal.

The maximum score is **200 points**.

Step 4 Notice of Intent to Award

The Evaluation Committee's decision will be communicated through the issuance of a Notice of Intent to Award.

SCORING OVERVIEW

<i>Section</i>	<i>Max. Points Subsection</i>	<i>Max. Points for Section</i>
STEP 1 - TECHNICAL REVIEW:		
1. Debarment/Suspension		Pass/Fail
2. Bidder Attestation RE: Minimum Qualifications (Exhibit A, Section 3)		Pass/Fail
3. Required Documents (Exhibit A, Section 11) Bidder has uploaded the following required documents: <ul style="list-style-type: none"> <input type="checkbox"/> Staffing Structure/Organizational Chart <input type="checkbox"/> Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State's website to document Proof of Authority to Operate in California. <input type="checkbox"/> Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies. <input type="checkbox"/> Cost Proposal (using the Cost Proposal Template provided in RFP Exhibit B). <input type="checkbox"/> Annual Audited Financial Statement (most recent) <input type="checkbox"/> Tax Return (most recent filed) <input type="checkbox"/> Cultural Competence Form (see RFP Exhibit C) <input type="checkbox"/> Certifications and Signature (see RFP Exhibit D) 		Pass/Fail
STEP 2 - WRITTEN PROPOSALS SCORED		
4. General Information/Bidder Profile (Exhibit A, Section 2, paragraphs a-g)		Section Score: 0 pts.
5. Bidder Attestation re: Minimum Qualifications (Exhibit A, Section 3)		Section Score: 5 pts.
6. Proposal Summary (Exhibit A, Section 4)		Section Score: 0 pts

<i>Section</i>	<i>Max. Points Subsection</i>	<i>Max. Points for Section</i>
7. Organization Overview (Exhibit A, Section 5)		Section Score: 10 pts.
8. Experience Administering Graduate or Intern Stipend Programs (Exhibit A, Section 6)		Section Score: 20 pts
9. Experience Administering Graduate or Intern Stipend Programs <u>for a County</u> (Exhibit A, Section 7)		Section Score: 20 pts
10. Program Narrative (Exhibit A, Section 8)		Section Score: 90 pts.
A. Program Goals	30 pts.	
B. Graduate Stipend Program: Services to Be Provided	30 pts.	
C. Peer Support Specialist Stipend Program: Services to Be Provided	30 pts.	
11. Cost Proposal (Exhibit A, Section 9)		Section Score: 40 pts.
12. Management and Reporting Capabilities (Exhibit A, Section 10)		Section Score: 15 pts.
A. Financial Management	3 pts.	
B. Personnel Management	3 pts.	
C. General Administration	3 pts.	
D. Adherence to Agency Reporting Requirements	3 pts.	
E. Investigation Statement	3 pts.	
MAXIMUM POINTS AVAILABLE: 200		

Evaluation Step 1 – Technical Review

EVALUATION CRITERIA	Rating
1. DEBARMENT/SUSPENSION	Pass/Fail
2. BIDDER ATTESTATION RE: BIDDER MINIMUM QUALIFICATIONS (Exhibit A, Section 3)	Pass/Fail
3. REQUIRED DOCUMENTS (Exhibit A, Section 11) Bidder has uploaded the following required documents:	Pass/Fail
A. Staffing Structure/Organizational Chart	Pass/Fail
B. Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State's website to document Proof of Authority to Operate in California.	Pass/Fail
C. Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.	Pass/Fail
A. Cost Proposal (using the Cost Proposal Template provided in RFP Exhibit B).	Pass/Fail
B. Annual Audited Financial Statement (most recent)	Pass/Fail
C. Tax Return (most recent filed)	Pass/Fail
D. Cultural Competence Form (see RFP Exhibit C)	Pass/Fail
E. Certifications and Signature (see RFP Exhibit D)	Pass/Fail

Evaluation Step 2 – Written Proposals Scored

EVALUATION CRITERIA	POSSIBLE POINTS						
1. BIDDER ATTESTATION RE: BIDDER MINIMUM QUALIFICATIONS	5 pts.						
A. Licensed to do business in the State of California.							
B. Not on the <i>List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration (Debarred/Suspended)</i> .							
2. ORGANIZATION OVERVIEW (Exhibit A, Section 5)	10 pts.						
A. Bidder's description of the organization's distinguishing characteristics.	(Weight: 3)						
B. The qualifications (e.g., education, training, experience) of the key personnel to be assigned to this Program.	(Weight: 3)						
C. The areas of strength of the organization.	(Weight: 3)						
D. Bidder's experience with similar services and programs.	(Weight: 3)						
E. Bidder's existing services and how they will relate to the proposed services.	(Weight: 3)						
F. Bidder's experience in hiring, training, and retaining direct service and support staff with expertise in administering grants.	(Weight: 3)						
3. EXPERIENCE ADMINISTERING GRADUATE OR INTERN STIPEND PROGRAMS	20 PTS						
<p>The more experience a Bidder has with successfully administering a workforce development financial incentive program, the higher the rating awarded.</p> <table> <tr> <td><u>Number of Years</u></td><td><u>Rating (0-5 scale)</u></td></tr> <tr> <td>0 years' experience</td><td>0</td></tr> <tr> <td>1-3 years' experience</td><td>3</td></tr> </table>	<u>Number of Years</u>	<u>Rating (0-5 scale)</u>	0 years' experience	0	1-3 years' experience	3	
<u>Number of Years</u>	<u>Rating (0-5 scale)</u>						
0 years' experience	0						
1-3 years' experience	3						

EVALUATION CRITERIA	POSSIBLE POINTS
4-6 years' experience 4 7-10 years' experience 5	
A. Years of experience: _____	(Weight: 3)
B. Describe the organization's experience administering a Graduate or Intern Stipend Program(s) in the most recent 6 years. <ul style="list-style-type: none"> i. Information Bidder provided including: Name of the program the total dollar amount of the stipend program(s) and the number of stipends issued. ii. Data the Bidder provided to demonstrate the success of the program(s). number of stipends issued, number of stipend contracts successfully fulfilled by the recipient, the contract default rate, and percentage of grant funds recovered if there were defaults 	(Weight: 3)
4. EXPERIENCE ADMINISTERING GRADUATE OR PEER STIPEND PROGRAMS FOR A <u>COUNTY</u>	20 pts
A. The organization's experience administering Graduate or Intern Stipend programs for a county.	(Weight: 3)
B. Bidder has administered a Graduate or Intern Stipend program for any of the 10 county members of SCRP (Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties, and the Tri-City (Pomona, Claremont, and La Verne) area of Los Angeles County).	(Weight: 3)
5. PROGRAM NARRATIVE (Exhibit A, Section 8)	90 pts.
A. Program Goals	30 pts.
Bidder's description of how its proposed services will meet the goals described in RFP Section 3.A (Program Goals)	(Weight: 3)

EVALUATION CRITERIA	POSSIBLE POINTS
B. <u>Graduate Student Stipend Program</u>: Services to Be Provided	30 pts.
<p>Bidder's description of its proposed approach to providing the services identified in RFP Section 3.B (Graduate Student Stipend Program: Services to be Provided):</p> <ol style="list-style-type: none"> 1. Communicate with Applicants/Award Recipients. 2. Collaborate with Partners. 3. Applicant Eligibility Screening. 4. Application Scoring. 5. Award Recommendations to SCRP. 6. Award Administration. 7. Monitoring. 8. Reporting. 9. Survey. 10. Recovery of Grant Funds. 	(Weight: 3)
C. <u>Peer Support Specialist Stipend Program</u>: Services to Be Provided	30 pts.
<p>Bidder's description of its proposed approach to providing the services identified in RFP Section 3.C (Peer Support Specialist Stipend Program: Services to be Provided):</p> <ol style="list-style-type: none"> 1. Communicate with Applicants/Award Recipients. 2. Collaborate with Partners. 3. Applicant Eligibility Screening. 4. Application Scoring. 	(Weight: 3)

EVALUATION CRITERIA	POSSIBLE POINTS
5. Award Recommendations to SCRP. 6. Award Administration. 7. Monitoring. 8. Reporting. 9. Survey. 10. Recovery of Grant Funds.	
6. COST PROPOSAL (Exhibit A, Section 9)	40 pts.
The Cost Proposal will be scored based on thoroughness, reasonableness, and cost savings. Bidder's acknowledgement and acceptance of the 15% cap on administrative costs.	
7. MANAGEMENT AND REPORTING CAPABILITIES (Exhibit A, Section 10)	15 pts.
A. Financial Management The agency's demonstrated competency in the following areas: <ol style="list-style-type: none"> 1. Experience with and sound financial management of large programs (e.g., programs with an annual budget exceeding \$1,000,000). 2. Does the agency employ or contract for the services of a Certified Public Accountant? 	3 pts.
B. Personnel Management The organization's personnel management capabilities.	3 pts.
C. General Administration The organization's general administration capabilities.	3 pts.
D. Adherence to Agency Reporting Requirements Bidder's practices regarding meeting the reporting requirements of funding agency.	3 pts.

<i>EVALUATION CRITERIA</i>	<i>POSSIBLE POINTS</i>
E. Investigation Statement. Whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mismanagement. These statements must describe the program audited or investigated, identify who conducted the audit, the date of the audit, the period audited, and the purpose and outcome of the audit or investigation.	3 pts.
MAXIMUM POINTS AVAILABLE:	200

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

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

AND

CONTRACTOR NAME

FOR TITLE/PROGRAM

TABLE OF CONTENTS

	PAGE
I. STANDARD TERMS AND CONDITIONS	3
II. SIGNATURE PAGE	19
III. EXHIBIT A - STATEMENT OF WORK	21
<i>EXHIBIT A-1 MHP Subcontractor Terms</i>	22
<i>EXHIBIT A-2 PROGRAM NAME</i>	22
IV. EXHIBIT B - FINANCIAL PROVISIONS	30
<i>EXHIBIT B Periodic Compensation and Contract Maximum</i>	31
<i>EXHIBIT B-1 Budget</i>	32
V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS	35

STANDARD TERMS

AND CONDITIONS

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **CONTRACTOR'S NAME, ADDRESS** (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. **CONTACT NAME** at phone number **CONTACT PHONE NUMBER** is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

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

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

To Contractor: **CONTACT NAME, TITLE**
CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS
CITY, STATE, ZIP
Phone: **PHONE NUMBER**
Fax: **FAX NUMBER**

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

3. SCOPE OF SERVICES.

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

4. TERM.

Contractor shall commence performance on X/XX/2021 and end performance upon completion, but no later than X/XX/XXXX unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT Bs attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

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

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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

HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW. .

- A.** Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, Department of Health Care Services (DHCS),

Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS) Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees (“Authorized Representative”) (hereinafter referred to as “Audit”).

- B.** Any such Audit shall occur at the Contractor’s place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.
- C.** This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.
- E.** If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F.** Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G.** Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- H.** The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I.** Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J.** If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

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

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1 MHP Subcontractor Terms to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

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

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
2. **For Nonappropriation of Funds.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

- B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SUSPENSION FOR CONVENIENCE.

County's Designated Representative may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

21. SECTION HEADINGS.

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

22. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE.

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

24. TIME IS OF THE ESSENCE.

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

25. NO WAIVER OF DEFAULT.

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

26. ENTIRE AGREEMENT AND AMENDMENT.

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

27. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

29. CALIFORNIA LAW AND JURISDICTION.

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

30. EXECUTION OF COUNTERPARTS.

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

31. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

32. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE.

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

34. COMPLIANCE WITH HIPAA.

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

35. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited types of relationships with the following:
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) under either Sections 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:

- i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
- ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
- iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
- iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
- v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
- vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures.

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any Prohibited Affiliations identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an “ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
 - i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
 - ii. The name and address **of any person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for

corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

- iii. Date of birth and Social Security Number (in the case of an individual).
 - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.
 - v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
 - vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.
 - vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
 - viii. Is a partner in a Disclosing Entity that is organized as a partnership.
3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.
4. **Business Transactions. (42 C.F.R. Section 455.105).**
- i. Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:
 - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. **Crimes.**

- i. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. § 3321.)
- ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:
 - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
- iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.

C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement.

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Remedies.

1. **Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**
 - i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this section Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).
 - ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
 - iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).
2. **Other Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

36. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of

coatings, occurred in the United States.

2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

38. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). Contractor shall promptly disclose, in writing, to the COUNTY, the Federal Awarding Agency, and the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that Contractor itself, a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. §§ 7401-7671q) or the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

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

The Contractor shall comply with the requirements of 2 C.F.R. Part 200 which are hereby incorporated by reference in this Agreement.

40. PRIOR AGREEMENTS.

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

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **CONTRACTOR NAME**.

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

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

CONTRACTOR NAME:

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A –STATEMENT OF WORK

EXHIBIT A-1 MHP Subcontractor Terms

EXHIBIT A-2 **NAME OF PROGRAM**

EXHIBIT B - FINANCIAL PROVISIONS

EXHIBIT B Periodic Compensation and Contract Maximum

EXHIBIT B-1 Budget

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D - CERTIFICATIONS REGARDING LOBBYING

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
MHP SUBCONTRACTOR TERMS

EXHIBIT A-1

MHP SUBCONTRACTOR TERMS

1. **Adherence to Applicable Laws.** Contractor shall adhere to all applicable County, State, and Federal laws in the performance of this Agreement, including but not limited to the statutes and regulations set forth in the County Mental Health Plan (“MHP”) (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D to this Agreement. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting contract provision shall no longer be in effect.
2. **Reports.** Contractor agrees to submit reports as required by this Agreement or subsequently required by County and/or DHCS.
3. **Termination.** In addition to Paragraph 19 Termination of the Agreement for Services, the County or the Department of Health Care Services (“DHCS”) may revoke, in full or in part: this Agreement, any subcontract made pursuant to this Agreement, and activities or obligations delegated by County to Contractor. Furthermore, the County or DHCS may apply other remedies permitted by state or federal law when the County or DHCS determines that the Contractor or its subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)
4. **Nondiscrimination**
 - A. **Federal Nondiscrimination Provisions**
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal

Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- ii. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- iii. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal

Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

B. State Non-Discrimination Provisions

- i. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person or discriminate unlawfully against any employee, applicant for employment, or independent contractor 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, military and veteran status, or other protected category ("Protected Category").
- ii. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of a Protected Category.
- iii. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted

programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- iv. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
- v. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- vi. Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

5. Monitoring for Compliance.

- A. County shall monitor Contractor's compliance with the provisions of the this Agreement and the MHP and shall provide a corrective action plan if deficiencies are identified.
- B. When monitoring activities identify areas of non-compliance, the County or DHCS shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Cal. Code Reg., tit. 9, § 1810.380. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

6. Audit.

- A. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal

enrollees, Medi-Cal-related activities, services and activities furnished under the terms of Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by DHCS, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).)

- B. The County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 38.230(c)(3)(iv).)
 - C. The inspection shall occur at the Contractor's place of business, premises or physical facilities. Contractor shall keep books and records in a form maintained in accordance with the general standards applicable to such book or record keeping.
 - D. This audit right will exist for 10 years from the close of the state fiscal year in which the Agreement was in effect or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)
- 7. **Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.
 - 8. **Physician Incentive Plans.** Contractor shall comply with the Department of Behavioral Wellness' Policy # 3.004 on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
 - 9. **Overpayments.** Contractor shall promptly report to County all overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).) Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services. Contractor shall return any overpayments to County within 30 calendar days from when the overpayment was identified.
 - 10. **MHP Exhibit D(F).** Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification of Exhibit D(F) of the MHP are hereby incorporated by reference into this Agreement.

EXHIBIT A-2
STATEMENT OF WORK:
GRADUATE STIPEND PROGRAM
AND
PEER SUPPORT SPECIALIST STIPEND PROGRAM

NOTE: Below is a general outline of the topics to be covered in the Statement of Work

1. SERVICES TO BE PROVIDED: GADUATE STUDENT STIPEND PROGRAM.

- A. Communicate with Applicants/Award Recipients.
- B. Collaborate with Partners.
- C. Applicant Eligibility Screening.
- D. Application Scoring.
- E. Award Recommendations to SCRP.
- F. Award Administration.
- G. Monitoring.
- H. Reporting.
- I. Survey.
- J. Recovery of Grant Funds.

2. SERVICES TO BE PROVIDED: PEER SUPPORT SPECIALIST STIPEND PROGRAM

- A. Communicate with Applicants/Award Recipients.
- B. Collaborate with Partners.
- C. Applicant Eligibility Screening.
- D. Application Scoring.
- E. Award Recommendations to SCRP.
- F. Award Administration.

G. Monitoring.

H. Reporting.

I. Survey.

J. Recovery of Grant Funds.

3. RESOURCES.

Contractor and County will commit the resources described below for this Program.

County Resources	Responsibilities
Project Manager	County will provide a project manager who will have overall responsibility for the Project. County project manager will meet regularly with the Contractor project manager to review progress and resolve issues.

Contractor Resources	Responsibilities

4. PROGRAM TIMELINE.

5. ADDITIONAL PROGRAM TERMS.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
PERIODIC COMPENSATION AND CONTRACT MAXIMUM

1. Contract Maximum Value.

For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Budget (Exhibit B-1), with a maximum contract value not to exceed **\$xx.**

2. Payment for Services.

Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1. Invoices submitted for payment that is based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.

3. Invoice.

Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.

A. The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.

B. County's Designated Representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org

4. Correction of Work.

County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1
BUDGET

The Program budget will be added here based on Bidder's Cost Proposal.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

EXHIBIT D

LOBBYING

CERTIFICATIONS

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness
Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier __, if known: Congressional District If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:	
6. Federal Department Agency	7. Federal Program Name/Description: CDFA Number, if applicable: ____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT G
BIDDERS CONFERENCE NOTIFICATION

SCRIP GRADUATE STUDENT STIPEND PROGRAM
AND
PEER SUPPORT SPECIALIST STIPEND PROGRAM
RFP

Bidder's Conference

June 4, 2021

3:00 P.M. (PST)

Via Zoom (see details below)

A Bidder's Conference to review the above-referenced RFP will be held on the date and time described above. Attendance is voluntary, but recommended. The agenda will include a review of the:

- ☐ Purpose and scope of the RFP;
- ☐ Evaluation process;
- ☐ RFP timeline; and
- ☐ Information about how to submit a proposal using **RFP 360**, an online procurement system.

There will also be an opportunity to ask questions. Any Questions and Answers from this Bidder's Conference will be posted on **RFP 360**.

Join Zoom Meeting:

Join Zoom Meeting

<https://sbcbwell.zoom.us/j/95867892996?pwd=MzNvWE9WNHRvSGRWL3c0eEtNeUpBQT09>

Meeting ID: 958 6789 2996

Passcode: 21480929

**AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION) AND
COUNTY OF SANTA BARBARA
AGREEMENT NUMBER 20-10018**

THIS REGIONAL PARTNERSHIP AGREEMENT ("Agreement") is entered into on February 19, 2021 by and between the State of California, Office of Statewide Health Planning and Development ("OSHPD") and County of Santa Barbara, (the "Grantee").

WHEREAS, the State Budget Act of 2019 (SB109) allocated funding to OSHPD and authorized OSHPD to award grants to Workforce Education and Training ("WET") Regional Partnerships (RP) with a requirement that RPs provide a 33 percent match.

WHEREAS, the OSHPD Healthcare Workforce Development Division ("HWDD") supports healthcare accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, Section 5822 (d) of the Welfare and Institutions Code ("WIC") sets forth RPs as an important workforce strategy to assist the Public Mental Health System ("PMHS").

WHEREAS, RPs are included as a priority strategy under the 2020-2025 WET Five-Year Plan (WET Plan) approved by the California Behavioral Health Planning Council in January 2019.

WHEREAS, RPs will develop and implement mental healthcare workforce development strategies that align with the 2020-2025 WET Five-Year Plan and address regional needs by strengthening recruitment, training, education, and retention of the PMHS workforce.

WHEREAS, workforce training and education programs provided and or funded by RPs will adhere to the relevant WET Plan values that ensure PMHS professionals:

- Provide treatment and early intervention services that are culturally and linguistically responsive to California's diverse and dynamic needs.
- Promote wellness, recovery, and resilience and other positive behavioral health, mental health, substance use, and primary care outcomes. PMHS agencies need to extend these same values to their workforce.
- Work collaboratively to deliver individualized, strengths-based, consumer-and family-driven services.
- Use effective, innovative, community-identified, and evidence-based practices.
- Conduct outreach to and engage with unserved, underserved, and inappropriately served populations.

- Promote inter-professional care by working across disciplines.
- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in multiple healthcare settings.

WHEREAS, the Grantee will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have made a commitment to work collaboratively in the local region.

NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

A. Definitions:

1. "Agreement Funds" means the money provided by OSHPD for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
2. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. "Chief Deputy Director" is defined as the Chief Deputy Director of OSHPD or his/her designee.
4. "Consumer" means the same thing as "Client" in Cal. Code of Regulations, Title 9, section 3200.040, which defines "Client" as an individual of any age who is receiving or has received mental health services" and which further states that the term "Client" includes those individuals "who refer to themselves as clients, consumers, survivors, patients, or ex-patients."
5. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.
6. "Deputy Director" means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
7. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
8. "Grantee" means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the

Agreement Scope of Work/Deliverables.

9. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are provided services often inconsistent with evidence-based and/or community-identified practices.
10. "Local Funds" means all funds received from local jurisdictions that are used to meet the 33 percent matching funds requirement under Section C.2 of this Agreement.
11. "Parents" means biological and adoptive parents and their partners, who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
12. "Program" means the activity described in the Grantee's Scope of Work that the Grantee will accomplish with the Agreement Funds.
13. "Program Manager" means the individual employed by OSHPD to manage the grant program.
14. "Program Representative" means the individual representative of the Grantee for this Agreement.
15. "Public Mental Health System (PMHS)" means publicly funded mental health programs and/or services and entities that are administered, in whole or in part, by the State or one or more counties. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities.
16. "Regional Partnership Agreement/Agreement Number" means Agreement Number 20-10018 awarded to Grantee.
17. "Regional Partnership" or "RP" means "a group of county approved individuals and/or organizations within geographic proximity that act as an employment and education resource for the PMHS. The group may include education and employment service entities, individuals and/or entities within the PMHS, and individuals and/or entities that have an interest in the PMHS, such as county staff, mental health service providers, clients, and clients' family members" (Cal. Code of Regulations, title 9, section 3200.255).
18. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.

19. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
20. "Underserved" means "clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services." (Cal. Code of Regulations, title 9, section 3200.300.)
21. "Unserved" means "those individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved." (Cal. Code of Regulations, title 9, section 3200.310.)

B. Term of the Agreement:

This Agreement shall take effect on February 19, 2021 and shall terminate on June 30, 2026.

C. Scope of Work and Deliverables:

1. The County of Santa Barbara (Grantee) as the fiscal sponsor will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have committed to work collaboratively as a RP in the Southern Region. The counties included in the region are: Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, the Tri-City (Pomona, Claremont, and La Verne) area of Los Angeles County, and Ventura counties.

2. Matching Funds Requirement:

Grantee will match 33 percent of the Agreement Funds with Local Funds by July 31, 2024 as follows:

OSHDP Grant Award Amount (Agreement Funds)	RP Local Match Funds (33 percent match)	Total Budget (100 percent)
\$ 11,534,457	\$ 3,806,372	\$ 15,340,829

The Grantee is responsible for returning any portion of the Agreement Funds that do not receive a 33 percent match from local jurisdictions by December 31, 2024. See Section H, "Breach," about this and additional damages for such a breach.

3. Grantee shall perform the Scope of Work and provide the Deliverables outlined below:

Scope of Work

The Grantee shall administer all components (including entering into written agreements with individual awardees, worksite placement, monitoring paid or volunteer work requirements and training activities) in one or more of the following programs identified in their grant application to support the workforce needs in their region:

- **Pipeline Development:** Introduce the PMHS to kindergarten through 12th grades, community colleges, and universities. Ensure that these pipeline programs incorporate developmentally appropriate concepts of mental health needs, self-care, and de-stigmatization and target resources at educational institutions with underrepresented communities. The Grantee shall administer pipeline activities and may identify students as potential scholarship and stipend candidates.

Total Participants: # 3,300

Total Budget: \$ 575,291

- **Undergraduate College and University Scholarships:** Provide scholarships to undergraduate students in exchange for paid or volunteer work in a local mental health setting. The Grantee may consider the following factors in determining the scholarship level: student's academic aspirations (including certificate, associate degree, bachelor's degree, and career development), pre-placement training and education received, lived

experience, and or other possible factors. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # N/A
Total Budget: \$ N/A

- **Clinical Master and Doctoral Graduate Education Stipends:** Provide funding for post-graduate clinical master and doctoral education work performed in a local PMHS agency. The Grantee selects students in advance of their final year of education, giving consideration to applicants who previously received a WET scholarship. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # 490
Total Budget: \$ 2,940,000

- **Loan Repayment Program:** Provide educational loan repayment assistance to PMHS professionals that the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received scholarships and/or stipends. The Grantee may take into consideration the following factors when determining award amounts: applicants who previously received scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in the PMHS. The Grantee shall determine the amount they award and length of volunteer or paid work commitment.

Total Participants: # 765
Total Budget: \$ 5,752,914

- **Retention Activities:** Increase the continued employment of hard-to-find and hard-to-retain PMHS personnel, by developing and enhancing evidence-based and community-identified practices.

Total Participants: # 33,600
Total Budget: \$ 2,238,374

OSHPD's WET Program Central Application:

The Grantee agrees to use OSHPD's WET Program Central Application for recruiting and selecting participants for the following programs: undergraduate college and university scholarships, clinical Master and Doctoral graduate education stipends, and loan repayment. OSHPD will also send an Annual WET Applicant Survey to WET applicants/awardees for the purpose of collecting retention and other evaluation related data.

Grantee agrees that individual program participants must apply using OSHPD's Individual Online Application. OSHPD will collect individual applicant information, including demographics, and share applicant information with the RP for that region.

4. Grantee will provide OSHPD with the following completed deliverables:
 - a. Stakeholder Engagement Activities Report
 - b. 2020 PMHS Workforce Surveys
 - c. FY 2020-21 RP WET Activities Report
 - d. 2021 PMHS Workforce Surveys
 - e. FY 2021-22 RP WET Activities Report
 - f. 2022 PMHS Workforce Surveys
 - g. FY 2022-23 RP WET Activities Report
 - h. 2023 PMHS Workforce Surveys
 - i. FY 2023-24 RP WET Activities Report
 - j. 2024 PMHS Workforce Surveys
 - k. FY 2024-25 RP WET Activities Report
 - l. 2025 PMHS Workforce Surveys
 - m. FY 2025-26 RP WET Activities Report
 - n. Local Matching Funds Confirmation

Grantee will submit deliverables, including PMHS workforce surveys, reports, and the annual RP WET Activities Report, using the online forms that OSHPD provides.

Grantee shall report on program outcomes and complete the Deliverables as provided below:

Deliverable	Description	Due Date
a. Stakeholder Engagement Activities Report	<p>The Grantee shall report on Stakeholder Engagement Activities used to develop their Budget, Proposed Program Activities, and Projected Number of Program Participants.</p> <p>The Grantee shall:</p> <ul style="list-style-type: none"> A. Specify which WET Five-Year Plan 2020-2025 values each of the proposed activities address. B. Specify how the RP reached out to and included key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local WIBs, non-profit organizations, social service agencies, children networks, TAY networks, aging networks, businesses, and other community and system partners. C. Specify the activities the RP engaged in to support the increase of groups such as: consumers, family members, parents/caregivers, culturally diverse communities, rural, and other underrepresented, underserved, unserved, and inappropriately served population in the PMHS workforce. D. Provide a budget detail and narrative for proposed activities, including but not limited to proposed training activities, individual award amounts, length of volunteer or paid work commitments, disciplines supported, county and contracted community-based organization (CBO) sites to be served, training activities, mentoring, and any other activities applicable to the programs to be administered. 	March 1, 2021
b. 2020 PMHS Workforce Surveys completion	<p>Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2020 PMHS workforce survey. OSHPD will use the information to estimate the size, makeup, and retention rate of the current PMHS workforce, assess the impact of WET program activities, and project future needs. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.</p>	March 1, 2021

Deliverable	Description	Due Date
c. FY 2020-21 RP WET Activities Report	The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2020-21. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2021
d. 2021 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2021 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2021
e. FY 2021-22 RP WET Activities Report	The Grantee shall complete an online a RP WET Activities Report that demonstrates outcomes of activities performed for FY 2021-22. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2022
f. 2022 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2022 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2022
g. FY 2022-23 RP WET Activities Report	The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2022-23. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2023
h. 2023 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2023 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2023
i. FY 2023-24 RP WET Activities Report	The Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2023-24. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices.	July 31, 2024
j. 2024 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2024 PMHS workforce survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	September 30, 2024

Deliverable	Description	Due Date
k. FY 2024-25 RP WET Activities Report	If program activities continue after June 30, 2024, the Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2024-25. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. (OSHPD may waive this deliverable if the Grantee reported completion of all program activities in prior RP WET Activities Reports)	July 31, 2025
l. 2025 PMHS Workforce Survey completion	Grantee shall ensure that RP member counties and their contracted CBOs complete OSHPD's 2025 PMHS Workforce Survey. OSHPD will share the status of survey completions with the Grantee for their follow up with the RP member counties and CBOs.	On or before September 30, 2025
m. FY 2025-26 RP WET Activities Report	If program activities continue after June 30, 2025, the Grantee shall complete an online RP WET Activities Report that demonstrates outcomes of activities performed for FY 2025-26. The Grantee will use this tool to inform OSHPD on who was awarded, pipeline related activities, and retention best practices. (OSHPD may waive this deliverable if the Grantee reported completion of all program activities in prior RP WET Activities Reports)	July 31, 2026
n. Matching Local Funds Confirmation	<p>The Grantee shall provide documentation from the fiscal intermediary certifying the collection of local funds on behalf of the Grantee. The signed certification must confirm that the 33 percent matching funds as calculated below from local jurisdictions have been deposited in the Grantee's bank account authorized for RP activities.</p> <p>\$ <u>11,534,457</u> X 33% = \$ <u>3,806,372</u> (Agreement Funds) (Matching Local Funds)</p> <p>Matching Local Funds Requirement: \$ <u>3,806,372</u></p>	July 31, 2024 or at any time during this Agreement's term, whichever comes first.

5. The Grantee shall comply with the following additional conditions:
- a. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in Agreement Section E-1.
 - b. Grantee shall begin performance of the Deliverables on the date of execution of this Agreement.
 - c. OSHPD will provide technical assistance to the Grantee to finalize Deliverables described in Agreement Section C-4. The parties shall complete all Deliverables on or before July 31, 2026.
 - d. The Grantee shall be responsible for the performance of all tasks and Deliverables specified in Agreement Section C-4.
 - e. OSHPD may monitor the Grantee activities and progress by attending and or convening local or statewide RP meetings, and reviewing annual RP WET Activities Reports submitted by the Grantee. OSHPD reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.
 - f. Payments of Agreement Funds shall be contingent on the satisfactory submission of the Deliverables. OSHPD reserves the right to withhold funding for subsequent years until Grantee complies with the terms of this Agreement including this Scope of Work provision.
 - g. Grantee may submit any revisions to their Budget and Participant Information (Agreement Section D) to OSHPD for review and approval before June 30, 2025. Such revisions to the Budget and Participant Information shall not require an amendment pursuant to this Agreement so long as both OSHPD and the Grantee agree to the revisions in writing.
 - h. In the event that the Grantee has not encumbered and/or spent 80 percent of Agreement Funds by July 1, 2024, OSHPD may reduce the Grantee's grant award amount and recoup unspent and/or unencumbered amounts. OSHPD may reallocate these unspent funds towards other WET Plan activities.

D. Budget Detail:

1. Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee’s application. The funds provided under this Agreement shall be the funds provided from FY 2020-21 through FY 2024-25 which shall cover the costs of activities under Section C, “Scope of Work and Deliverables,” including administrative costs (defined below). Agreement Funds shall not be comingled with any of Grantee’s other funds.

Budget and Participant Information (from the Budget in Grantee’s Application)

Grant Program Activity	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24		FY 2024-25	
	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants	Funding	# of Participants
Pipeline Development	\$ 115,058	# 660	\$ 115,059	# 660	\$ 115,058	# 660	\$ 115,058	# 660	\$ 115,058	# 660
Undergraduate College & University Scholarships	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Clinical Master & Doctoral Graduate Education Stipends	\$ 588,000	# 98	\$ 588,000	# 98	\$ 588,000	# 98	\$ 588,000	# 98	\$ 588,000	# 98
Loan Repayments	\$ 1,150,582	# 153	\$ 1,150,584	# 153	\$ 1,150,584	# 153	\$ 1,150,582	# 153	\$ 1,150,582	# 153
Retention Activities	\$ 447,674	# 6,720	\$ 447,676	# 6,720	\$ 447,676	# 6,720	\$ 447,674	# 6,720	\$ 447,674	# 6,720
Administrative Costs (Shall not exceed 25 percent of the total budget)	\$ 766,850	N/A	\$ 766,850	N/A	\$ 766,850	N/A	\$ 766,850	N/A	\$ 766,850	N/A
Total	\$ 3,068,164	# 7,631	\$ 3,068,169	# 7,631	\$ 3,068,168	# 7,631	\$ 3,068,164	# 7,631	\$ 3,068,164	# 7,631

2. **Administrative Costs:** The costs indirectly attributed to the completion of the program services which can include, but not limited to utilities, rent, equipment, mentoring, worksite placement, monitoring paid or volunteer work requirements and training activities, fiscal intermediary costs for collecting local funds, and administrative service/payroll staff.

E. Invoicing and Payment

1. OSHPD will release Agreement Funds installments to Grantee upon approval of the reports and deliverables submitted by Grantee in accordance with the schedule below. Approval of the payments shall be based on the satisfactory performance and timely submission of Deliverables Items 4.a., 4.b., and 4.n. as outlined in Agreement Section C, "Scope of Work and Deliverables" above.

Payment Installment	Percent of OSHPD Grant Award	Payment Amount	Deliverables Requiring Approval Before Release of Payment	Deliverable Due Date
1	10%	\$1,153,445.70	Grant Agreement Execution	February 19, 2021
2	70%	\$8,074,119.90	Section C. Item 4.a. Stakeholder Engagement Activities Report	March 1, 2021
3	5%	\$576,722.85	Section C. Item 4.b. 2020 PMHS Workforce Surveys completion	March 1, 2021
4	15%	\$1,730,168.55	Section C. Item 4.n. Matching Local Funds Confirmation	On or before July 31, 2024

2. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
3. OSHPD may request additional information upon reviewing the Deliverables.

F. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this grant program, this Agreement shall be of no further force and effect. In this event, the OSHPD 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 Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, the OSHPD shall have the option to either

cancel this Agreement with no liability occurring to the OSHPD or offer an agreement amendment to Grantee to reflect the reduced amount.

G. Breach:

OSHPD reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. OSHPD expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities. OSHPD shall also seek the following:

1. Damages for non-compliance of annual RP WET Activities Report and PMHS workforce survey requirements (Section C., Items 4.b.-m):

Grantee agrees to pay \$10,000 for each deliverable not submitted on time, or which does not substantially meet the content requirements for deliverables. These damages are to compensate OSHPD and the State for the damages, including additional costs, they will incur because of Grantee's delay. Grantee may appeal any such reductions per the "Disputes" Section of this Agreement.

2. Reductions for non-compliance of Local Match Requirement (Section C-2):

- a. Per the 2019 State Budget Bill, OSHPD must require RPs to provide a 33 percent match of local funds to support WET Plan programs. OSHPD shall recover Agreement Funds for which matching Local Funds are not provided by July 31, 2024. The Grantee agrees to return the portion of Agreement Funds that were not matched by December 31, 2024.
- b. Grantee agrees to pay OSHPD the amount from the following formula if the 33 percent match is not achieved:
(Total Agreement Funds) – (Actual RP Local Match Funds ÷ .33) = Recovery Amount.

Example:

*Total Agreement Funds = \$1,000,000;
Local Funds Match Requirement (.33 match) = \$330,000
Actual Amount Matched = \$100,000*

*\$1,000,000 – (\$100,000 ÷ .33) = Recovery Amount
\$1,000,000 - \$303,030.30 = Recovery Amount
Recovery Amount = \$696,969.70*

- c. OSHPD shall waive any or all reductions associated with Grantee's failure to meet local match fund requirements at the regional level if the combined

total of all local match funds collected from the five RPs meet the 33 percent matching requirement of total grant funds available for all five RPs as outlined in the 2020-21 RP Grant Guide.

Combined Regional Partnerships OSHPD Grant Award Amount	Combined Regional Partnerships Local Match Funds (33% match)
\$40,000,000	\$13,200,000

H. General Terms and Conditions:

1. **Timeliness:** Time is of the essence in this Agreement. The Grantee shall submit the required Deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's application, attachments, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

In the event of a conflict between the provisions of this Agreement and the Grantee's Application, exhibits and forms, the provisions of this Agreement shall prevail.

3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period that are embodied in those reports, shall become the property of OSHPD and subject to disclosure under the Public Records Act.
4. **Audits:** The Grantee agrees that OSHPD, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **Provisions Relating to Data**
 - a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for

example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- b. "Generated data" are that data, which Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be the property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
 - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
6. Independence from the State: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
7. Non-Discrimination Clause (See Cal. Code Regs., title 2, section 11105):
- a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement'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. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by OSHPD to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and OSHPD 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 OSHPD shall require to ascertain compliance with this clause.
 - d. Grantee 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.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
8. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
9. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.
10. 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 arrangement not incorporated in this Agreement is binding on any of the parties.
11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of OSHPD in the form of a formal written amendment.

12. Indemnification: Grantee 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 the Grantee in the performance of this Agreement.
13. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement shall be resolved as follows:
 - a. Grantee will discuss the problem informally with the OSHPD Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why Grantee does not agree with the Deputy Director's decision. The Chief Deputy Director or their designee (who shall not be the Deputy Director or their designee) shall meet with the Grantee within 20 working days of receipt of the Grantee's appeal. During this meeting, Grantee and OSHPD may present evidence in support of their positions.
 - d. Within ten working days after meeting with the Grantee, the Chief Deputy Director or their designee shall respond in writing to Grantee with their decision. The Chief Deputy Director's decision will be final.
14. Termination for Cause: In addition to the Breach provisions above, OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.
15. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and

obligations hereunder. The Grantee agrees to be fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

16. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
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.

I. Program Representatives

The program representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Grantee: County of Santa Barbara
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program	
Name: Wes Salter Program Manager	Program Representative Name: Carla Cross, Manager of Clinical Training and Special Projects
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: 300 N. San Antonio Road Building #3 Santa Barbara, CA 93110
Phone: (916) 326-3781	Phone: (805) 865-0027
Email: Wesley.Salter@oshpd.ca.gov	Email: ccross@sbcbswell.org

Direct all administrative inquiries to:


State Agency: Office of Statewide Health Planning and Development	Grantee: County of Santa Barbara
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program	
Name: Wes Salter Program Manager	Name: Carla Cross, Manager of Clinical Training and Special Projects
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: 300 N. San Antonio Road Building #3 Santa Barbara, CA 93110
Phone: (916) 326-3781	Phone: (805) 865-0027
Email: Wesley.Salter@oshpd.ca.gov	Email: ccross@sbcbswell.org

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE: COUNTY OF SANTA
BARBARA

Signature:

DocuSigned by:

A1D2C7A99E90489...

Name: Eric Reslock

Title: Budget and Facilities Operations
Service Manager

Signature:

DocuSigned by:

69F4C04AB541438...

Name: County of Santa Barbara

Title: Director, Behavioral Wellness