

**Attachment A –
American Indian Health and
Services, Inc. Memorandum of
Understanding FY 24-27**

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

American Indian Health & Services, Inc.

FOR

TRADITIONAL HEALTH CARE PRACTICES
BENEFIT IMPLEMENTATION

MEMORANDUM OF UNDERSTANDING FOR SERVICES

THIS MEMORANDUM OF UNDERSTANDING (hereafter MOU) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and American Indian Health & Services, Inc., an urban Indian organization (hereafter AIHS) with an address at 3227 State Street, Santa Barbara wherein AIHS agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, California Advancing and Innovating Medi-Cal (CalAIM) is a multi-year initiative by the Department of Health Care Services (DHCS) to improve the quality of life and health outcomes of our population by implementing broad delivery system, program, and payment reforms across Medi-Cal. California received federal approval of a Section 1115(a) Demonstration Amendment (No. 11-W-00193/9 and 21-W-00077/0) to cover traditional health care practices as part of the Medicaid and Children's Health Insurance Program (CHIP) programs, for members eligible to receive covered services through the Drug Medi-Cal Organized Delivery System (DMC-ODS).

WHEREAS, COUNTY, as a DMC-ODS approved provider, shall provide coverage for traditional health care practices received through Indian Health Service (IHS) facilities, facilities operated by Tribes or Tribal organizations (Tribal Facilities) under the Indian Self-Determination and Education Assistance Act, and facilities operated by urban Indian organizations (UIO facilities) under Title V of the Indian Health Care Improvement Act to Medi-Cal members who receive covered services delivered by or through these facilities and meet DMC-ODS access criteria.

WHEREAS, members eligible for Traditional Health Care practices are defined in the BHIN 25-036 as American Indians or Alaska Natives who are enrolled in Medi-Cal or Children's Health insurance Program (CHIP) in a DMC-ODS County; are able to receive services delivered by or through an IHCP, as determined by the facility; and meet DMC-ODS access criteria (herein known as Member).

WHEREAS, AIHS represents that it is specially trained, skilled, experienced, and competent to perform the special services recognized under the CalAIM Section 1115 demonstration, and the COUNTY desires to support these services of AIHS 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

The Director of Behavioral Wellness, at phone number 805-681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Scott Black at phone number 805-681-7356 ext 222 is the authorized representative for AIHS. Changes in designated representatives shall be made only after advance written notice to the other party 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: Scott Black, CEO
American Indian Health & Services, Inc.
3227 State Street
Santa Barbara, CA 93105
Fax: 805-681-7358

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

AIHS agrees to provide services to members in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM

AIHS shall commence performance on 5/12/2025 and end performance upon completion, but no later than 12/31/2026 unless otherwise directed by Department of Health Care Services (DHCS) or agreed upon by County and American Indian Health & Services to terminate earlier.

5. COMPENSATION OF AIHS

In full consideration for AIHS's services, AIHS shall be paid for performance under this MOU in accordance with the specific terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made as outlined in section V, which shall include the MOU number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B(s), payment shall be net thirty (30) days from presentation of invoice.

6. AIHS'S PERFORMANCE

It is mutually understood and agreed that AIHS (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 AIHS shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that AIHS is performing its obligations in accordance with the terms and conditions hereof. AIHS 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. AIHS shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, AIHS shall be solely responsible and save COUNTY harmless from all matters relating to payment of AIHS'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, AIHS may be providing services to others unrelated to the COUNTY or to this MOU.

7. STANDARD OF PERFORMANCE

AIHS represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, AIHS shall perform all such services in the manner according to the standards observed by a competent practitioner of the same profession in which AIHS is engaged. AIHS shall correct or revise any errors or omissions, at COUNTY or DHCS's request without additional compensation. Permits and/or licenses shall be obtained and maintained by AIHS without additional compensation.

8. DEBARMENT AND SUSPENSION

AIHS 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. AIHS certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

AIHS 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 AIHS's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, AIHS 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

AIHS covenants that AIHS 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. AIHS further covenants that in the performance of this Agreement, no person having any such interest shall be employed by AIHS. AIHS must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed

by AIHS if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to AIHS in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items, if they are directly related to this MOU, all data collected and, all documents of any type whatsoever (paper or electronic) that are required by DHCS to submit claims for the services outlined in this MOU, including any material necessary for the practical use of the data and/or documents from time of collection and/or production whether or not performance under this MOU is completed or terminated prior to completion. AIHS shall not release any materials under this paragraph except after prior written approval of COUNTY.

12. PUBLICITY OR ENDORSEMENT

- A. AIHS shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials without express written permission of COUNTY.
- B. AIHS shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing AIHS.
- C. AIHS shall not in any way contract on behalf of or in the name of COUNTY.
- D. Except as provided under this Section 12 (Publicity and Endorsement) B.1, AIHS shall not release any informational pamphlets or notices, press releases, research reports, or similar public notices concerning the COUNTY and its projects, without obtaining the prior written approval of COUNTY.
- E. AIHS may release any information pamphlets or notices concerning the COUNTY and its services in support of this MOU printed directly from the County Website [Behavioral Wellness | Santa Barbara County, CA - Official Website](#), without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION (RESERVED)

14. RECORDS, AUDIT, AND REVIEW

AIHS shall keep business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of AIHS's profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting principles. If directed by DHCS, COUNTY shall have the right to audit and review all such documents and records at any time during AIHS's regular business hours or upon reasonable notice. In addition, AIHS may be subject to the examination and audit of the California State Auditor, as part of any audit of the COUNTY for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). AIHS shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, State or COUNTY audit exceptions are made relating to this MOU, AIHS 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, AIHS shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

COUNTY hereby notifies AIHS that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOU and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and AIHS agrees to comply with said ordinance. This section may not apply insofar as AIHS is permitted by applicable Tribal and federal law to apply American Indian and Alaska Native preference.

17. NONEXCLUSIVE AGREEMENT

AIHS understands that this is not an exclusive MOU and that COUNTY shall have the right to negotiate with and enter into Agreements or MOUs with others providing the same or similar services as those provided by AIHS as the COUNTY desires.

18. NON-ASSIGNMENT

AIHS shall not assign, transfer or subcontract this MOU or any of its rights or obligations under this MOU 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 AIHS, terminate this MOU in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of AIHS to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this MOU in whole or in part upon thirty (30) days written notice.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this MOU, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this MOU, then COUNTY will notify AIHS of such occurrence and COUNTY may terminate or suspend this MOU in whole or in part, with or without a prior notice period. Subsequent to termination of this MOU under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should AIHS 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 MOU in whole or in part by written notice. Upon receipt of notice, AIHS 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 AIHS, unless the notice directs otherwise.

B. By AIHS

1. **For Convenience.** AIHS may terminate this MOU in whole or in part upon thirty (30) days written notice.
2. Should COUNTY fail to pay AIHS all or any part of the payment set forth in EXHIBIT B(s), AIHS may, at AIHS's option terminate this MOU if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

- C. Upon termination, AIHS shall deliver to COUNTY all data required to submit services for claiming by AIHS in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit AIHS to retain. Notwithstanding any other payment provision of this MOU, COUNTY shall pay AIHS 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 AIHS be paid an amount in excess of the full price under this MOU nor for profit on unperformed portions of service. AIHS shall furnish to COUNTY such financial information as in the judgment of DHCS is necessary to determine the reasonable value of the services rendered by AIHS. In the event of a dispute as to the reasonable value of the services rendered by AIHS, the decision of DHCS shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADING

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.

21. 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 MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. 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.

23. TIME IS OF THE ESSENCE

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

24. 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 MOU to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this MOU, including the Exhibits, contains the entire understanding and agreement of the parties and there have been no promises, representations, 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 MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this MOU, 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.

27. COMPLIANCE WITH LAW

AIHS 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 MOU. The judgment of any court of competent jurisdiction, or the admission of AIHS in any action or proceeding against AIHS, whether COUNTY is a party thereto or not, that AIHS has violated any such ordinance or statute, shall be conclusive of that fact as between AIHS and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION (RESERVED)

29. EXECUTION OF COUNTERPARTS

This MOU 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.

30. AUTHORITY

All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU 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 MOU have been fully complied with. Furthermore, by entering into this MOU, AIHS hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which AIHS is obligated, which breach would have a material effect hereon.

31. SURVIVAL

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

32. PRECEDENCE

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

33. BUSINESS ASSOCIATE (RESERVED)

34. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARD

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

35. MANDATORY DISCLOSURES

- A. AIHS must promptly disclose whenever, in connection with this MOU (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. AIHS is also required to report matters related to County, state, or federal agency’s integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313).
- B. AIHS shall include these requirements in all subcontracts to perform work under this MOU.
- C. AIHS shall also comply with the disclosure provisions set forth below in Section 39 (Byrd Anti-Lobbying Amendment) and EXHIBIT A-1 General Provisions to this MOU.

36. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICE OR EQUIPMENT

- A. AIHS is prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain covered telecommunications equipment or services;
 - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C.** For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D.** In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E.** AIHS certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. AIHS and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial rep.
- F.** For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
- G.** AIHS shall include these requirements in all subcontracts to perform work under this MOU.

37. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A.** AIHS should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
- B.** For purposes of this section:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

C. AIHS shall include these requirements in all subcontracts to perform work under this MOU.

38. PROCUREMENT OF RECOVERED MATERIALS

A. AIHS shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. AIHS should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

C. AIHS shall include these requirements in all subcontracts to perform work under this MOU.

39. BYRD ANTI-LOBBYING AMENDMENT (Applicable to federally funded agreements in excess of \$100,000.)

A. Certification and Disclosure Requirements.

1. AIHS must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that AIHS has not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
2. AIHS must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if AIHS has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
3. AIHS must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by AIHS under subsection A.2. of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:

- i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action.
4. AIHS shall require all lower tier subcontractors to certify and disclose to the next tier above.
5. All disclosure forms shall be forwarded from tier to tier until received by County.
- B. Prohibition.** Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.
- C.** AIHS shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this MOU.

40. CLEAN AIR ACT (Applicable to federally funded agreements in excess of \$150,000.)

- A.** AIHS agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.
- B.** AIHS agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this MOU, and the appropriate Environmental Protection Agency Regional Office.
- C.** AIHS shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this MOU.

41. FEDERAL WATER POLLUTION CONTROL ACT (Applicable to federally funded agreements in excess of \$150,000.)

- A.** AIHS agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.
- B.** AIHS agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this MOU, and the appropriate Environmental Protection Agency Regional Office.

- C. AIHS shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this MOU.

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SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

Memorandum of Understanding between the **County of Santa Barbara** and **American Indian Health & Services, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair,
Board Of Supervisors

Date: _____

American Indian Health & Services, Inc.:

DocuSigned by:
By: Scott Black
Authorized Representative

Name: Scott Black

Title: Chief Executive Officer

APPROVED AS TO FORM:

Rachel Van Mullen,
County Counsel

Signed by:
By: Idalia Gomez
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By: Shawna Jorgensen
Deputy

RECOMMENDED FOR APPROVAL

Department of Behavioral
Wellness

DocuSigned by:
By: Antonette "Toni" Navarro
ANTONETTE NAVARRO,
LMFT, DIRECTOR

APPROVED AS TO FORM:

Marisa Kahn
Risk Manager

Signed by:
By: Marisa Kahn
Risk Manager

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A-1
GENERAL PROVISIONS

The following provisions shall apply to all programs operated under this MOU, included as Exhibit(s) A-1 through A-2, as though separately set forth in the scope of work specific to each program.

1. PERFORMANCE.

- A.** This MOU shall be governed by and construed in accordance with California Behavioral Health Information Notice (BHIN) 25-036;
- B.** AIHS shall comply with the following as applicable:
 - 1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
 - 2. 42 Code of Federal Regulations (C.F.R.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
 - 3. All laws and regulations relating to members' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
 - 4. Policy letters issued by DHCS subsequent to the effective date of this MOU shall provide clarification of AIHS's obligations pursuant to this MOU.
- C.** AIHS shall comply with:
 - 1. All applicable BHINs as referenced and applicable to BHIN 25-036, regulations, policy letters, and guidance; and

2. STAFF.

- A.** AIHS staff providing direct services to members shall be trained and skilled at and provided with the required supervision of service delivery in working with persons with behavioral health conditions.
- B.** AIHS shall ensure that any staff identified on the Centers for Medicare & Medicaid Services ("CMS") Exclusions List or other applicable list shall not provide services under this MOU nor shall the cost of such staff be claimed to Medi-Cal. AIHS shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- C.** AIHS staff with access to the Behavioral Wellness electronic health record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*.
 - 1. Traditional Healers or Natural Helpers are not subject to COUNTY provider credentialing; AIHS shall ensure staff providing traditional health care practices have the necessary experience and appropriate training per DHCS guidance and BHIN 25-036.

- D. AIHS and its staff shall use AIHS's business email domain to log into the Behavioral Wellness electronic health record.
- E. AIHS shall notify COUNTY through the ServiceNow CBO Onboarding/Offboarding Portal within one business day for the unexpected termination of staff with access to the Behavioral Wellness electronic health record, when staff separates from employment or is terminated from working under this MOU, or within one week of the expected last day of employment or for staff planning a formal leave of absence.

- 3. **STAFFING DEFINITIONS. (RESERVED)**
- 4. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS (RESERVED)**
- 5. **REPORTS (RESERVED)**
- 6. **DRUG MEDI-CAL VERIFICATION (RESERVED)**
- 7. **CONFIDENTIALITY (RESERVED)**
- 8. **MEMBER AND FAMILY MEMBER EMPOWERMENT (RESERVED)**
- 9. **CULTURAL COMPETENCE (RESERVED)**
- 10. **COMPLIANCE PROGRAM (RESERVED)**
- 11. **NOTIFICATION REQUIREMENTS (RESERVED)**
- 12. **MONITORING (RESERVED)**
- 13. **COLLABORATIVE MEETINGS (RESERVED)**
- 14. **ADDITIONAL PROGRAM REQUIREMENTS (RESERVED)**
- 15. **SIGNATURE PAD (RESERVED)**
- 16. **DEFINITIONS (RESERVED)**
- 17. **GENERAL FISCAL AUDIT REQUIREMENTS (RESERVED)**
- 18. **STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES (RESERVED)**
- 19. **ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS (RESERVED)**
- 20. **ADDITIONAL REQUIREMENTS FOR SUBG FUNDED SERVICES. (RESERVED)**

EXHIBIT A-2
TRADITIONAL HEALING and NATIVE HELPER SERVICES

1. **PROGRAM SUMMARY.** American Indian Health & Services (AIHS) shall provide Traditional Healer and Natural Helper Services to members self-identified as American Indian (AI)/ Alaskan Native (AN) within Santa Barbara Counties (hereafter, “the Program”) to support prevention, early intervention of members with or at risk of Substance Abuse Disorder (SUD). Members shall include self-identified AI/AN adults (age 21 and older) and youth (under 21) at risk of SUD and eligible for early intervention services and who meet DMC-ODS access criteria as described in Behavioral Health Information Notices (BHIN) No. 22-053. Treatment services shall include: assessment, referral, spiritual guidance, traditional medicine, ceremonies, holistic interventions, motivational interviewing, cognitive-behavioral therapy, relapse prevention with incorporated traditional practices, trauma informed treatment with an AI/A framework, psychoeducation with AI/AN cultural components, storytelling, talking circles, sweat lodge, ceremonial practices, as applicable and in accordance with state and federal regulations as listed in BHIN No. 22-053.

The Program will be located at:

- A. 3227 State St, Santa Barbara, CA 93105

2. **PROGRAM GOALS.**

- A. Provide traditional healer and natural helper services to support Santa Barbara County self-identified AI/AN in alignment with beneficiary’s cultural beliefs for the treatment and recovery from their substance use disorders.
- B. Introduce participants to an ongoing process of recovery designed to reduce harm and achieve total abstinence from substance misuse.
- C. Promote self-sufficiency and empower individuals with substance use disorders to become productive and responsible members of the community; and
- D. Reduce recidivism and increase community safety.

3. **SERVICES.**

- A. AIHS shall ensure that the following program services components are provided to members consistent with access criteria, assessment and determination of the level of care. Service must be recommended by licensed practitioners of the healing arts, within the scope of their practice.
1. **Assessment.** An initial assessment shall determine the suitability of Traditional Healer (TH)/ Natural Helper (NH) services.
- A. An initial assessment shall determine the suitability of the Traditional Healer (TH)/Natural Helper (NH) services.

B. Assessment information will be updated periodically.

- i. Update will be completed at least every 90 days and will include changes in condition, status, and treatment in progress
- ii. An initial assessment may be completed for any member requesting treatment after an absence of greater than six (6) months.

2. Traditional Healer /Natural Helper Services. Offering service to AI/AN members in Santa Barbara County. Services include Spiritual Guidance, Traditional Medicine, Ceremonies, Holistic Intervention. Such services are based on evidence-based treatment practices, Culturally Promising Practices and/or Community Defined Evidence-Based Practices. Services shall be delivered in a way that aligns with the beneficiary's cultural beliefs and personal preferences and may be provided through a combination of in-person or virtual modalities, as appropriate.

A. All Traditional Healer and Natural Helper Services outlined above are initiated through a referral, engaged in an initial assessment, and offered in combination with adjunct services, as required by DCHS.

3. Adjunct Services. Members receiving Traditional Healing Services are provided access to adjunct services to ensure comprehensive identification and treatment of their varying needs including but not limited to:

- A.** Access to a comprehensive American Society of Addiction Medicine (ASAM) assessment to identify other SUD needs.
- B.** Access to medications for addiction treatment (MAT) services through referral process.
- C.** Access to other DMC-ODS services as needed and desired.

4. Evidence Based Practices (EBP) and Culturally Defined Best Practices (CDBP)_

- A.** At least two (2) Evidence-Based treatment Practices (EBPs) and Community Defined Best Practices (CDPBs) are implemented in conjunction with traditional services and include but are not limited to:
 - i. Motivational Interviewing (adapted for AI/AN communities)
 - ii. Cognitive-Behavioral Therapy with culturally relevant modifications
 - iii. Relapse Prevention incorporating traditional practices
 - iv. Trauma-Informed Treatment with an AI/AN framework
 - v. Psychoeducation with AI/AN cultural component
 - vi. Storytelling
 - vii. Talking Circles
 - viii. Sweat Lodge
 - ix. Ceremonial Practices

4. MEMBERS. AIHS shall provide services as described in Section 3 (Services) to members referred by sources described in Section 5 (Referrals), up to the funding levels projected in Exhibit B-1 for this

Program. Traditional healthcare practices are covered, as defined in BHIN 25-036, for Medi-Cal members who:

- A. Are enrolled in Medi-Cal in this County;
 - B. Able to receive services delivered by or through AIHS, as determined by AIHS;
 - C. Meet DMC-ODS access criteria.
5. **REFERRALS.** Beneficiaries may self-refer or be referred to for traditional healing services by a Program team member, case manager, clinician or community provider.
- A. For referrals initiated by an American Indian Health & Services (AIH&S) team member, medical, dental, behavioral health, or other staff, the team member will complete a referral(s) using the EHR. Case management staff will offer support by connecting members with identified needs and documenting within the EHR.
6. **ADMISSION PROCESS.**
- A. **Initial Assessment.** Referrals for Initial Assessments will be followed within seven (7) days of receipt of referrals. All initial assessments include:
 - 1. Presenting problems and issues from the member's perspective
 - 2. Individual needs and preferences
 - 3. Cultural background
 - 4. Present or history of risks including suicide, risk to others, or risk to property
 - 5. Previous behavioral health services including diagnosis, treatment, and medication as available
 - 6. Diagnosis ICD-10-CM
 - 7. Mental Status
 - 8. Function level/Level of impairment
 - 9. Relevant life information including employment history, legal history, family history, abuse history, relationships, social support, education/academic history
 - 10. Substance use history
 - a. When indicated, all individuals receiving substance use disorder (SUD) treatment services will undergo a comprehensive ASAM assessment to determine appropriate level(s) of care and additional treatment needs;
 - i. Advance directive, if applicable;
 - ii. Medication use history;
 - iii. Personal strengths, abilities and interests.

7. STAFFING REQUIREMENTS.

A. In accordance with CalAIM Section 1115(a) Demonstration Amendment [No.11-W-00193/9 and 21-W-0077/0](#), and [BHIN 23-036](#), AIHS may utilize provider types for the delivery of services under this Program as set forth in Section B (Practitioner Descriptions) of the Policy in above Amendment.

B. AIHS shall staff the Program as follows:

1. Full-Time Equivalent (FTE) Traditional Healer (TH): Traditional Healer is a person currently recognized as a spiritual leader in good standing with a Native American Tribe, Nation, Band or Rancheria, and with two years of experience as a recognized Native American spiritual leader practicing in a setting recognized by a Native American Tribe, Nation, Band or Rancheria who is contracted or employed by the IHCP. A Traditional Healer is a person with knowledge, skills and practices based on the theories, beliefs, and experiences which are accepted by that Indian community as handed down through the generations and which can be established through the collective knowledge of the elders of that Indian community.

2. Full-Time Equivalent (FTE) Natural Helper (NH): A Natural Helper is a health advisor contracted or employed by the IHCP who seeks to deliver health, recovery, and social supports in the context of Tribal cultures. A Natural Helper could be a spiritual leader, elected official, paraprofessional or other individual who is a trusted member of a Native American Tribe, Nation, Band or Rancheria, or Native Community. .

C. Additional Staffing Requirements. AIHS shall comply with changes to the staffing requirements under this Program that do not alter the maximum contract amount of the MOU and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this MOU.

8. DOCUMENTATION REQUIREMENTS. AIHS shall follow the progress note and problem list documentation requirements established in sections (c) and (d) of [BHIN 23-068](#), which are to improve member experience; effectively document treatment goals and outcomes; promote efficiency to focus on delivering person-centered care; promote safe, appropriate, and effective member care; address equity and disparities; and ensure quality and program integrity. Individual Traditional Healers or Natural Helpers are not solely responsible for developing or maintaining the member’s clinical records. These requirements will be completed at the AIHS level. Other licensed and non-licensed practitioners may complete service documentation on behalf of Traditional Healer or Natural Helper as needed.

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EXHIBIT B
FINANCIAL PROVISIONS - ADP

(Applicable to programs described in Exhibit A-2)

(With attached Exhibit B-1 ADP, Schedule of Rates and Contract Maximum)

This MOU provides for reimbursement for Traditional Health Care Practice services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this MOU, AIHS will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, DHCS Behavioral Health Information Notice (BHIN) 25-036, and other applicable federal, State and local laws, rules, manuals, policies, guidelines and directives.

DMC-ODS counties shall provide coverage for traditional health care practices received through Indian Health Service (IHS) facilities, facilities operated by Tribes or Tribal organizations (Tribal Facilities) under the Indian Self-Determination and Education Assistance Act, and facilities operated by urban Indian organizations (UIO facilities) under Title V of the Indian Health Care Improvement Act to Medi-Cal members who receive covered services delivered by or through these facilities and meet DMC-ODS access criteria, as described in BHIN 25-036.

AIHS is responsible to enroll as a Medi-Cal provider and is required to report Medi-Cal enrollment status as part of the Opt-In Process.

I. PAYMENT FOR SERVICES.

- A. Performance of Services.** AIHS shall be compensated on a fee-for-service basis, subject to the limitations described in this MOU and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-ADP based on satisfactory performance of the services described in the Exhibit A(s).
- B. Funding Sources.** The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement, applicable to Non-drug Medi-Cal services. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this MOU.
- C. Member Liability for Payment.** AIHS shall not hold members liable for any of the following:
1. COUNTY's debts, in the event of the entity's insolvency.
 2. Covered services provided to the member, for which:
 - a. The State does not pay the COUNTY.
 - b. The COUNTY or the State does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.

3. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the member would owe if the COUNTY covered the services directly.

D. DHCS assumes no responsibility for the payment to AIHS for services used in the performance of this MOU. COUNTY accepts sole responsibility for the payment to AIHS in the performance of this MOU per the terms of this MOU.

II. **MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this MOU shall not exceed **\$89,300** inclusive of \$5,800 for FY 2024-25, \$41,400 for FY 2025-26 and \$42,100 for FY 2026-27 in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this MOU, in no event shall COUNTY pay AIHS more than this Maximum Contract Amount for AIHS's performance hereunder without a properly executed amendment.

III. **SERVICE RATE.**

COUNTY shall pay AIHS according to applicable federal and state policies described in BHINs 22-053 and 24-001 and approved by DHCS to begin delivery effective May 12, 2025. COUNTY must pay IHCPs for claims submitted for the provision of traditional health care practices to eligible AI/AN members whether or not they hold a contract with the IHCP.

In addition to the requirements in BHIN 22-053 and 24-001, COUNTY must pay AIHS delivering traditional health care practices at the rates or methodologies established by the State as described below:

A. Santa Barbara (H0051) Traditional Healer. Music therapy (traditional music and songs, dancing, drumming), spirituality (ceremonies, rituals, herbal remedies).

1. The Traditional Healer Rate is reviewed by the State annually. The COUNTY will pay AIHS at the adjusted rate, if the State adjusts the rate during the term of the MOU, if different than the rates listed in Exhibit B-1..

B. Santa Barbara (T1016) Natural Helper. Navigational support, psychosocial skill building, self-management, and trauma support.

1. The Natural Helper Rate is reviewed by the State annually. The COUNTY will pay AIHS at the adjusted rate if the State adjusts the rate during the term of the MOU, if different than the rates listed in Exhibit B-1.

C. Telehealth. Traditional health care practices delivered via telehealth (synchronous audio-only and synchronous video interactions) are covered under DMC-ODS consistent with BHIN 23-018. Telehealth is an allowable mechanism to provide clinical services to facilitate access to care while maintaining culturally appropriate in-person service options.

D. For services rendered to non-AI/AN members, COUNTY shall not pay for services provided to non-AI/AN members as the IHCP is not a contracted DMC-ODS provider.

VI. BILLING, CLAIMING, AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Internal Procedures. AIHS shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. AIHS's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

B. Submission of Claims:

1. Submission of Claims for Traditional Healer Services and Natural Helper Services. Services are to be entered into the COUNTY's electronic health record (EHR) System for recording of claims.

2. Claiming Traditional Healer Services

All IHCPs delivering Traditional Healer services shall bill Healthcare Common Procedure Coding System (HCPCS) H0051 for each service visit. The designated code is designed to pay the bundled costs of a single member visit to a Traditional Healer, billed once per day. This code applies to both All-Inclusive Rate (AIR)-eligible and non-AIR eligible services.

Traditional Healer services may include both individual and group services. When providing Traditional Healer services in a group setting, the provider and COUNTY shall claim for one member in the group, at one AIR (when applicable) or one DMC-ODS fee schedule encounter rate. Claims must contain the modifier HQ to distinguish group visits.

IHCPs may only claim one Traditional Healer service per member per day. A member may receive both group and individual services in a day, but the group service may only be claimed separately if claimed on behalf of at least one member who did not also receive an individual service.

3. Claiming for Natural Helper Services

All IHCPs delivering Natural Helper services shall bill HCPCS T1016 on the claim form for each service visit. The designated code is designed to pay the bundled costs of a single member visit to a Natural Helper, billed once per day. This code applies to both AIR-eligible and non-AIR eligible services.

Natural Helper services may include both individual and group services. When providing Natural Helper services in a group setting, the provider and COUNTY shall claim for one member in the group, at one AIR (when applicable) or one DMC-ODS fee schedule encounter rate. Claims must contain the modifier HQ to distinguish group visits.

IHCPs may only claim one Natural Helper service per member per day. A member may receive both group and individual services in a day, but the group service may only be claimed separately if claimed on behalf of at least one member who did not also receive an individual service.

4. AIHS may bill for member Traditional Healer and Natural Helper services at a daily encounter rate, one per day. Traditional Healer and Natural Helper services can be billed on the same day as other covered Medi-Cal services.

5. Traditional Healer or Natural Helper visits that qualify for AIR at IHS/Tribal 638 facilities shall be counted as one of the three visits per day that may be paid at the AIR.
6. AIHS agrees that it shall be solely liable and responsible for all data and information submitted to the COUNTY and submitted by the COUNTY to the State on behalf of AIHS.
7. AIHS shall only be required to submit the minimum data elements for the purposes of billing and payment, as identified by DHCS, and include:
 - i. Member CIN (Client Index Number)
 - ii. Member date of birth
 - iii. Member sex
 - iv. Procedure code (H0051 for Traditional Healer and T1016 for Natural Helper)
 - v. Date of service
 - vi. Number of units
 - vii. Place of service (note: traditional health care practices are allowed across all places of service)
 - viii. Billing amount
 - ix. Service facility NPI
 - x. Additional data elements as identified by DHCS for claims
8. The Director or designee may review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this MOU, COUNTY shall make payment for approved claims within 30 calendar days of the receipt of said claim(s) and invoice by COUNTY subject to the contractual limitations set forth in this MOU and all exhibits hereto.

C. Payment Limitations.

1. Same Day Claiming

Traditional Healer and Natural Helper services shall be billed at a daily encounter rate, once per member per day, as described in Section VIII (A). A Traditional Healer Service and a Natural Helper Service for the same member may be claimed on the same day, as long as no other applicable limits are exceeded.

Traditional Healer and Natural Helper services can be billed on the same day as other covered Medi-Cal services.

Traditional Healer or Natural Helper visits that qualify for the AIR at IHS/Tribal 638 facilities shall be counted as one of the three visits per day that may be paid at the AIR. Traditional Healer or Natural Helper visits that do not qualify for the AIR and are claimed using DMC-ODS rates (including the AIR-equivalent rate for Traditional Healers) do not count as one of the three AIR visits.

The number of days that a member can receive traditional health care practices is not limited as long as services are medically necessary.

Prior authorization on the provision of traditional health care practices is not required.

2. COUNTY is not responsible for determining whether a traditional health care practice is culturally or clinically appropriate for an individual Medi-Cal member. This is an individualized determination made by the Traditional Healer or Natural Helper with oversight from the IHCP. <mailto:adpfinance@sbcbswell.org>

D. Withholding of Payment for Non-Submission of Service Data and Other Information. If any required IT data, invoice or report(s) is not submitted by AIHS to COUNTY within the time limits described in this MOU or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this MOU, then payment shall be withheld until COUNTY is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

E. Claims Submission Restrictions.

1. Billing Limit for Drug Medi-Cal Services. Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this MOU shall be received by COUNTY within 90 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted in accordance with the provisions of Title 22 C.C.R. Section 51008.5 with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 C.C.R. Sections 51008 and 51008.5.
2. No Payment for Services Provided Following Expiration/Termination of MOU. AIHS shall have no claim against COUNTY for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by AIHS after the expiration or other termination of this MOU. Should AIHS receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this MOU shall not constitute a waiver of COUNTY's right to recover such payment from AIHS. This provision shall survive the expiration or other termination of this MOU.

F. Claims Certification and Program Integrity. AIHS shall certify that all UOS entered by AIHS into the COUNTY's EHR System or otherwise reported to COUNTY for any payor sources covered by this MOU are true and accurate to the best of AIHS's knowledge.

G. Overpayments. If the AIHS discovers an overpayment, AIHS must notify the COUNTY in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the COUNTY. COUNTY may withhold amounts from future payments due to AIHS under this MOU or any subsequent MOU if AIHS fails to make direct payment within the required timeframe.

VII. FINANCIAL STATEMENTS.

A. Audited Financial Reports. Per BHIN 25-036, DHCS is responsible for oversight and monitoring of traditional health care practices reimbursed to AIHS under this MOU. Any funding that is

subject to audit requirements, whether under federal, state, grant, or other applicable funding guidelines, shall be monitored by DHCS. A copy of the audit report shall be submitted to the COUNTY, only if directed by DHCS, Centers for Medicare & Medicaid Services (CMS) or the Health and Human Services (HHS) Inspector General, within thirty (30) days from the date that AIHS is directed to submit a copy of the audit report to the COUNTY by responsible oversight and monitoring agency.

- B. Single Audit Report.** Per BHIN 25-036, DHCS is responsible for oversight and monitoring of traditional health care practices reimbursed to AIHS under this MOU. If AIHS is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, AIHS shall submit a copy of such single audit to COUNTY, only if directed by DHCS, CMS, or the HHS Inspector General, within thirty (30) days from the date that AIHS is directed to submit a copy of the audit report to the COUNTY by responsible oversight and monitoring agency.

VIII. AUDITS AND AUDIT APPEALS.

- A. Audit by Responsible Auditing Party.** If directed by State or Federal governments (Responsible Auditing Party) during the term of this MOU or after the expiration or termination of this MOU, in accordance with State and federal law, authorized representatives from the County, State or Federal governments may conduct an audit or site review of AIHS regarding any service provisions or payments provided under this MOU.
- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Drug Medi-Cal Traditional Health Care Practices audit, the State may perform a post-audit Drug Medi-Cal settlement that is based on State audit findings. Such settlement will take place only when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify AIHS but will stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due.** For State or Federal audits resulting in amounts due to the COUNTY, COUNTY shall issue an invoice to AIHS for any amount due to the COUNTY after the State or Federal Responsible Auditing Party issues an audit report. The amount on the County invoice is due by AIHS to COUNTY thirty (30) calendar days from the date of the invoice.
- D. Appeal.** AIHS may appeal any such audit findings in accordance with the audit appeal process described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

IX. LOSS OF FEDERAL AUTHORITY.

- A.** Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which Center for Medicare & Medicaid Services (CMS) has withdrawn federal authority, or which is the subject of a legislative repeal), AIHS must do no

work on that part after the effective date of the loss of such program authority. COUNTY will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law.

- B. If AIHS works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, AIHS will not be paid for that work.
- C. If COUNTY has paid AIHS in advance to work on a no-longer authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to the County.
- D. If AIHS worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and COUNTY paid AIHS for that work, AIHS may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority.
- E. COUNTY will attempt to provide AIHS with timely notice of the loss of program authority, however, failure by County to provide notice of the loss of program authority shall not constitute a basis for AIHS to retain payments made for work performed following the date of the loss of program authority.
- F. The Director of the Department of Behavioral Wellness or designee may, terminate, suspend, delay, or interrupt the services under this MOU in whole or in part in accordance with this provision. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this MOU.

**EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

(Applicable to programs described in Exhibit A-2)

**EXHIBIT B-1 ADP
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: American Indian Health & Services

FISCAL YEAR: 24-25

Contracted Service	Service Type	Provider Group	Practitioner Type	All Inclusive Rate	Medi-Cal Target	Medi-Cal Contract Allocation
Drug Medi-Cal Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Traditional Healer (1/1/25-12/31/25)	\$801.00	5	\$4,100
			Natural Helper (10/16/24-6/30/25)	\$335.37	5	\$1,700
					10	\$5,800

Total Contract Maximum Per Fiscal Year **\$5,800**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (1)	PROGRAM(S)						
		Outpatient Treatment Program					
Medi-Cal Patient Revenue (2)	\$	5,800					\$ 5,800
							\$ -
							\$ -
							\$ -
TOTAL CONTRACT PAYABLE FY 24-25:	\$	5,800	\$ -	\$ -	\$ -	\$ -	\$ 5,800

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

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(1) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
 (2) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds.

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A-2)

EXHIBIT B-1 ADP
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

American Indian Health & Services

FISCAL YEAR: 25-26

Contracted Service	Service Type	Provider Group	Practitioner Type	All Inclusive Rate	Medi-Cal Target	Medi-Cal Contract Allocation
Drug Medi-Cal Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Traditional Healer (1/1/25-12/31/25)	\$801.00	30	\$24,100
			Traditional Healer (1/1/26-12/31/26)	\$826.00		
			Natural Helper (7/1/25-6/30/26)	\$345.73	50	\$17,300
					80	\$41,400

Total Contract Maximum Per Fiscal Year \$41,400

Contract Maximum by Program & Estimated Funding Sources						Total
Funding Sources (1)	PROGRAM(S)					
	Outpatient Treatment Program					
Medi-Cal Patient Revenue (2)	\$ 41,400					\$ 41,400
						\$ -
						\$ -
						\$ -
TOTAL CONTRACT PAYABLE FY 25-26:	\$ 41,400	\$ -	\$ -	\$ -	\$ -	\$ 41,400

CONTRACTOR SIGNATURE:

DocuSigned by:

Scott Black

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FISCAL SERVICES SIGNATURE:

melissa mango

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(1) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(2) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds.

**EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM**
(Applicable to programs described in Exhibit A-2)

**EXHIBIT B-1 ADP
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME:

American Indian Health & Services

FISCAL YEAR: 26-27

Contracted Service	Service Type	Provider Group	Practitioner Type	All Inclusive Rate (3)	Medi-Cal Target	Medi-Cal Contract Allocation
Drug Medi-Cal Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Traditional Healer (1/1/26-12/31/26)	\$826.00	30	\$24,800
			Natural Helper	\$345.73	50	\$17,300
					80	\$42,100

Total Contract Maximum Per Fiscal Year **\$42,100**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (1)	PROGRAM(S)						
		Outpatient Treatment Program					
Medi-Cal Patient Revenue (2)	\$ 42,100						\$ 42,100
							\$ -
							\$ -
							\$ -
TOTAL CONTRACT PAYABLE FY 26-27:	\$ 42,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,100

CONTRACTOR SIGNATURE:

DocuSigned by:

Scott Black

FISCAL SERVICES SIGNATURE:

melissa manzo

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(1) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(2) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds.

(3) Rates are subject to change based on State's published rates for each fiscal year.

**EXHIBIT B-3- ADP
ENTITY RATES AND CODES BY SERVICE TYPE**

**EXHIBIT B-3 ADP
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF CODES
Outpatient Non-Medical Direct Services**

Provider type
Traditional Healer
Natural Helper

Code	Code Description
H0051	Music therapy (traditional music and songs, dancing, drumming), spirituality (ceremonies, rituals, herbal remedies); Music therapy (traditional music and songs, dancing, drumming), spirituality (ceremonies, rituals, herbal remedies); Bundled costs of a single member visit to a Traditional Healer, billed once per day.
T1016	Navigational support, psychosocial skill building, self-management, and trauma support; Bundled costs of a single member visit to a Natural Helper, billed once per day.

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

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EXHIBIT C

Indemnification and Insurance Requirements (Specific to AIHS Traditional Healer (For contracts involving the care/supervision of children, seniors or vulnerable persons))

INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising out of any act, omission, or negligence of such indemnifying party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives the Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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
CERTIFICATION REGARDING LOBBYING (RESERVED)